



Amendment No. 7
to
Agreement No. 9100 NG150000015
for
Social Services
between
AUSTIN INDEPENDENT SCHOOL DISTRICT
and the
CITY OF AUSTIN
(Prime Time After School Enrichment)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **\$1,662,032 (One Million Six Hundred Sixty Two Thousand and Thirty Two dollars)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,921,833
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 635,308	\$ 2,557,141
Amendment No. 2: Modify Program Budget and Narrative	\$ 0	\$ 2,557,141
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 981,236	\$ 3,538,377
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 967,367	\$ 4,505,744
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 1,512,032	\$ 6,017,776
Amendment No. 6: Add funds to Agreement and modify Exhibits	\$ 150,000	\$ 6,167,776
Amendment No. 7: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 1,662,032	\$ 7,829,808

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. *[Revised 4/29/2019]*

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. *[Revised 4/29/2019]*

Exhibit B.2 -- Program Subgrantees is deleted in its entirety and replaced with a new Exhibit B.2 -- Program Subgrantees. [Revised 4/29/2019]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$1,662,032 (*One Million Six Hundred Sixty Two Thousand and Thirty Two dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:

DocuSigned by:

Dr. Paul Cruz

AUSTIN INDEPENDENT SCHOOL
DISTRICT

Paul Cruz, Superintendent
1111 West Sixth Street
Austin, TX 78703

Date: 8/15/2019

CITY OF AUSTIN

Signature:

[Signature]

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 9-6-19

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	6000		6000

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of youth served who progress to the next academic level	5400
1 Den	Total number of youth who received services	6000
1 Rate	Percent of youth who progress to the next academic level	90

Program Budget and Narrative

Program Start 10/1/2019
Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$958,532.00	\$0.00	\$958,532.00
General Operations Expenses	\$410,000.00	\$0.00	\$410,000.00
Program Subgrantees	\$280,000.00	\$0.00	\$280,000.00
Staff Travel	\$8,000.00	\$0.00	\$8,000.00
Conferences	\$2,000.00	\$0.00	\$2,000.00
Operations SubTotal	\$700,000.00	\$0.00	\$700,000.00
Food and Beverages for Clients	\$3,500.00	\$0.00	\$3,500.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$3,500.00	\$0.00	\$3,500.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$1,662,032.00	\$0.00	\$1,662,032.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the Prime Time After School Enrichment program.

General Op Expenses

Travel within Travis County, instructional, office, classroom, gardening, cooking, arts & crafts, and project supplies; costs associated with program activities provided by community based organizations; reproduction costs; copier rental; general office equipment; buses for field trips and expenses associated with field trips such as admittance fees, lanyards, badges and t-shirts

Program Subgrantees

Costs associated with delivering programming and support to Prime Time clients which includes wellness programs, fine arts, music and youth development programs.

Staff Travel

Travel costs associated with after school conferences outside of Travis County

Conferences

After School Conference Registration Fees outside of Travis County

Food and Beverage

Food and beverages for parents, students and community members during programming, summits, meetings and trainings.

Financial Assistance**Other Assistance****Capital Outlay**

Created 11/29/2018 11:49:13 AM

Last Modified, If Applicable 4/29/2019 8:55:00 AM

	<i>Contract Term</i>
<i>Start Date</i>	9/1/2015
<i>End Date</i>	9/30/2020

Subgrantee's Information

Name

Boys and Girls Club of Austin

Length of Term

Start Date 10/1/2019

End Date 9/30/2020

City of Austin Funded Amount \$280,000.00

Number of Clients to be Served: 1150

Services to be subcontracted

Academic enrichment and school engagement programming to help develop leadership skills and provide opportunities for planning and decision-making. Includes ongoing mentorship opportunities with caring, adult professionals



Amendment No. 6
to
Agreement No. NG150000015
for
Social Services
between
AUSTIN INDEPENDENT SCHOOL DISTRICT
and the
CITY OF AUSTIN

(Prime Time After School Enrichment)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Hundred Fifty Thousand dollars (\$150,000)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,921,833
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Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 1,512,032	\$ 6,017,776
Amendment No. 6: Add funds to Agreement and modify Exhibits	\$ 150,000	\$ 6,167,776

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 11/29/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 11/29/2018]

Exhibit B.2 -- Program Subgrantees is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 11/29/2018]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$1,662,032 (One Million Six Hundred Sixty Two Thousand and Thirty Two dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

AUSTIN INDEPENDENT SCHOOL
DISTRICT
Paul Cruz, Superintendent
1111 West Sixth Street
Austin, TX 78703

Date: _____

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 1-28-19

APPROVED AS TO LEGAL FORM

1/17/19 12/19/18

Program Performance Measures*Contract Start*
9/1/2015*Contract End*
9/30/2019*Period Performance Start*
10/1/2018*Period Performance End*
9/30/2019***Outputs***

<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>		
		<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served	6000		6000

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019

Outcomes

OC Item	Outcome Measure Description	Total Program Goal
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Program Budget and Narrative

Program Start 10/01/2018
 Program End 09/30/2019

	City Share	Other	Total
Salary plus Benefits	\$958,532.00	\$0.00	\$958,532.00
General Operations Expenses	\$410,000.00	\$0.00	\$410,000.00
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Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$3,500.00	\$0.00	\$3,500.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$1,662,032.00	\$0.00	\$1,662,032.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the Prime Time After School Enrichment program.

General Op Expenses

Travel within Travis County; instructional, office, classroom, gardening, cooking, arts & crafts, and project supplies; costs associated with program activities provided by community based organizations; reproduction costs; copier rental; general office equipment; buses for field trips and expenses associated with field trips such as admittance fees, lanyards, badges and t-shirts

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Food and Beverage

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Financial Assistance**Other Assistance****Capital Outlay**

	Contract Term
Start Date	9/1/2015
End Date	9/30/2019

Subgrantee's Information

Name

Boys and Girls Club of Austin

Length of Term

Start Date 10/1/2018

End Date 9/30/2019

City of Austin Funded Amount \$280,000.00

Number of Clients to be Served: 1150

Services to be subcontracted

Academic enrichment and school engagement programming to help develop leadership skills and provide opportunities for planning and decision-making. Includes ongoing mentorship opportunities with caring, adult professionals



Amendment No. 5
to
Agreement No. NG150000015
for
Social Services
between
AUSTIN INDEPENDENT SCHOOL DISTRICT
and the
CITY OF AUSTIN

(Prime Time After School Enrichment)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Million Five Hundred Twelve Thousand and Thirty Two dollars (\$1,512,032)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,921,833
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Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 967,367	\$ 4,505,744
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 1,512,032	\$ 6,017,776

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 8/20/2018]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/26/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 8/20/2018]

Exhibit B.2 -- Program SubGrantees is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program SubGrantees**. (Revised 7/10/2018)

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$1,512,032 (One Million Five Hundred Twelve Thousand and Thirty Two dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

AUSTIN INDEPENDENT SCHOOL
DISTRICT
Paul Cruz, Superintendent
1111 West Sixth Street
Austin, TX 78703

Date: _____

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 11.5.18

APPROVED AS TO LEGAL FORM

11/5/18

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2019

Program Goals And Objectives

Austin Independent School District (AISD) Prime Time delivers after school programming to children and youth who are at-risk and from families with low income to prevent school failure, retention in grade, dropping out of school prior to completing 12th grade, and juvenile delinquency.

Program Clients Served

Approved Client Eligibility Exception:

An exception to the City of Austin Client Eligibility and Residency Documentation Requirements is approved under this contract.

Prime Time delivers out-of-school-time (OST) programming to the schools identified as Title 1 and schools the District has identified the student population as receiving 67% or greater free or reduced lunch. Once these schools have been identified using the parameters above, Prime Time specifically targets those schools that receive little or no OST program funding. All students at designated Prime Time campuses are eligible to participate in programming at these Prime Time schools. Prime Time is offered throughout the academic year and during the summer on a District-wide basis at select schools based on campus availability. Prime Time Program Staff provides the City of Austin Contract Manager with list of identified "Prime Time" campuses by the start (October 1) of each program period.

Program Services And Delivery

Prime Time provides many children and youth who are at-risk and from families with low income in Austin with opportunities to participate in enjoyable and enriching activities they otherwise would have no access to, including supervised outdoor and indoor recreation, art, music, dance, creative writing, gardening, and other experiences that develop their personal competencies and capabilities and enrich the local community. As AISD operates on a rolling request for proposal (RFP) selection process for partners to provide programming to students, Prime Time Program Staff notifies their City of Austin Contract Manager of changes to program partners (termination and initiation of services) on a quarterly basis (at the same time Quarterly Program Performance and Quarterly Zip Code and Demographic reports are submitted).

The provision of free after school programming on selected AISD campuses is designed to meet the needs of the District's struggling learners from families with low-income who otherwise do not have regular, free and structured after school programming services available. Absent of this support, many Austin parents would not be able to work after their children's school day ends, and many children and youth would spend several hours in unsupervised situations at home and in their neighborhoods.

Participants are not screened into or out of the Prime Time Program based on their history in the criminal justice system.

AISD's Prime Time Program recruits, engages, trains, retains, and supports culturally diverse Program staff and services providers who receive cultural competence training and supervision regarding their delivery of culturally relevant and competent services throughout their periods of service to the Program. All staff is trained to address the needs of Prime Time participants by providing academic, recreational, social, and enrichment support services in the languages spoken, read, and/or understood by potential Prime Time students. All materials are evaluated for their cultural and linguistic competency and relevancy prior to being used in Prime Time programming.

If these experiences were not available at their elementary and secondary campuses after school hours, many children and youth would have no transportation available to secure them. Throughout the school year, programming usually runs from 3:00 pm – 5:00pm Monday through Friday depending on campus needs. For those programs that last until 5:00 pm or 6:00 pm on occasions, free meals are provided.

Children are provided breakfast and lunch during summer programming. Summer programming is for Pre-K through third grade, District wide, at selected summer sites. Prime Time provides transportation for students who live beyond a two-mile radius from the summer sites. During summer registration, parents indicate if their child walks home, takes the bus, or is picked up by a designated adult. Summer programming runs during the month of June from 7:30 am – 4:00 pm Monday through Friday unless the district is closed on a particular day.

*Created 4/14/2015 9:23:00 AM**Last Modified, If Applicable 8/20/2018 2:52:00 PM*

Program Work Statement***Contract Start Date*****9/1/2015*****Contract End Date*****9/30/2019**

Prime Time has a subgrantee agreement with Boys and Girls Club of Austin to provide all programming at a few Prime Time campuses. The majority of Prime Time campuses have programming provided by multiple organizations which may include, but is not limited to:

26-Music, School of Music
Austin Boxing Babes
Austin Shakespeare Festival
Austin Community Steelband
Austin Film Society
B*Tru Arts
Beyond the Grade
Bliss Kidd Yoga
Camp Fire Central Texas
Community Yoga
Creative Action
Dance Another World
Dance Associates
Delwood Sports Complex
Elsa Nelligan
Engineering for Kids
Forklift Dance
Future All Sports
GENAustin
Ghisallo Foundation
It's Time Texas
Latinitas, Inc.
Leap of Joy
Lupe Arte
Maximum Martial Arts Academy
Media Awareness Project
Rookie Rugby Texas
Samurai School
Top Spin Golf and Tennis
Travis County 4-H
Ultimate Challenge
USA Ultimate
Young Rembrandts

System for Collecting and Reporting Program Data

Project Specialists collect all data, including data from community-based organizations that work with the students as part of the programming. Outcomes are incorporated into formal performance measures. AISD's Department of Research and Evaluation supports data analysis and timely, required reporting on program outcomes and outputs.

Performance Evaluation

AISD collects and uses data to support and monitor district initiatives, ensure compliance with legal requirements regarding privacy of student and staff data and information, and facilitate internal/external research that supports district priorities.

Quality Improvement

AISD's Prime Time Program recruits, engages, trains, retains, and supports culturally diverse Program staff and services providers who receive cultural competence training and supervision regarding their delivery of culturally relevant and competent services throughout their periods of service to the Program.

The District collects, maintains, analyzes and reports all student-level data required by federal and state educational laws; as well as considerable data required for reporting its performance on state and federal grants and contracts. The data it collects

*Created 4/14/2015 9:23:00 AM**Last Modified, If Applicable 8/20/2018 2:52:00 PM*

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2019

includes student and personnel demographic data, student academic performance data, and campus and district level performance data. In addition to the data collected, Prime Time schools are required to conduct a least one parent "meet and greet" per school year in which community members are invited. Based on the data, campus needs, and responses from these various activities, Prime Time programming is implemented.

Youth Program Quality:

a. Minimum Standard Operating Procedures shall be maintained by Prime Time for its summer and afterschool programs. The Procedures shall be submitted to the City for review by October 1 of each agreement year. Changes or alterations to the Procedures shall be provided to the City for review within 10 business days of the change.

b. Prime Time aligns its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. Prime Time evaluates their practices to ensure ongoing compliance with TXPOST Standards.

Service Coordination with Other Agencies

AISD coordinates Prime Time service delivery with its existing programs to achieve the District's overall, state-mandated educational mission, limit duplication of services, close service gaps and ensure a greater percentage of Austin's children, youth and adults have easy access to services.

AISD collaborates with a wide number of service providers to provide high quality programming for the youth that participate in Prime Time. At the beginning of every school year, Prime Time staff sit down with schools and coordinate with principals and the onsite coordinators to figure out what each school thinks would be best for their students in fall and spring semesters. That information is used to help determine the type of programming and number of teachers for each Prime Time campus. Some schools have existing relationships with organizations that provide programs that have proven effective that are continued from year to year as long as quality is maintained or improved. Project specialists monitor what's happening at each Prime Time after school location including quality of vendors and teachers, as well as program structure. These specialists use scoring sheets to track findings and make both planned and surprise visits for ongoing monitoring. Each Prime Time Campus has one on-site program coordinator that is a staff member of that school during the day to help with the program to provide some continuity to students between daytime school activities and Prime Time activities.

Service Collaboration with Other Agencies

Prime Time has a subgrantee agreement with Boys and Girls Club of Austin (BGC). BGC assists Prime Time After School Enrichment Program with providing enrichment programming at select campuses under the guidance and direction of a Prime Time Project Specialist. BGC provides Prime Time with registration and attendance information through the use of students' name and identification numbers, allowing students to be tracked through the Austin ISD Research and Evaluation Department.

Serving a high concentration of children of color from limited economic resources, BGC is ideally positioned to assist youth in improving their educational and social skills, physical health and fitness and emotional well-being. They strive to create a foundation for a positive peer culture that values and promotes learning skills and contributions to society. Their programs are compelling enough to appeal to kids as an alternative to unsupervised, "hanging out" time after school.

Community Planning Activities

The District coordinates its work with hundreds of agencies and organizations in the City, County and State. It is an active, contributing member of every local, regional and statewide coalition and partnership concerned with promoting children, youth and young adult education and workforce readiness.

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	5400		5400

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of youth served who progress to the next academic level	4860
1 Den	Total number of youth who received services	5400
1 Rate	Percent of youth who progress to the next academic level	90

Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	City Share	Other	Total
Salary plus Benefits	\$958,532.00	\$0.00	\$958,532.00
General Operations Expenses	\$340,000.00	\$0.00	\$340,000.00
Program Subgrantees	\$200,000.00	\$0.00	\$200,000.00
Staff Travel	\$8,000.00	\$0.00	\$8,000.00
Conferences	\$2,000.00	\$0.00	\$2,000.00
Operations SubTotal	\$550,000.00	\$0.00	\$550,000.00
Food and Beverages for Clients	\$3,500.00	\$0.00	\$3,500.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$3,500.00	\$0.00	\$3,500.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$1,512,032.00	\$0.00	\$1,512,032.00

Detailed Budget Narrative**Salaries plus Benefits**

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General Op Expenses

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Food and beverages for parents, students and community members during programming, summits, meetings and trainings.

Financial Assistance**Other Assistance****Capital Outlay**

Created 6/26/2018 12:47:00 PM

Last Modified, If Applicable 8/20/2018 2:52:00 PM

Program Subgrantees

	Contract Term
Start Date	9/1/2015
End Date	9/30/2019

Subgrantee's Information

Name

Boys and Girls Club of Austin

Length of Term

Start Date 10/1/2018

End Date 9/30/2019

City of Austin Funded Amount \$200,000.00

Number of Clients to be Served: 800

Services to be subcontracted

Academic enrichment and school engagement programming to help develop leadership skills and provide opportunities for planning and decision-making. Includes ongoing mentorship opportunities with caring, adult professionals



Amendment No. 4
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CITY OF AUSTIN

(Prime Time After School Enrichment)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Nine Hundred Sixty Seven Thousand Three Hundred Sixty Seven dollars (\$967,367)***. The total Agreement amount is recapped below:

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Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 12/27/2017]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 12/27/2017]

Exhibit B.2 -- Program SubGrantees is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program SubGrantees**. [Revised 12/27/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 Agreement Amount. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is \$4,505,744 (*Four Million Five Hundred Five Thousand Seven Hundred Forty Four dollars*), and \$1,512,032 (*One Million Five Hundred Twelve Thousand and Thirty Two dollars*) per 12 month extension option, for a total Agreement amount of \$9,041,840. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$1,662,032 (*One Million Six Hundred Sixty Two Thousand and Thirty Two dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

AUSTIN INDEPENDENT SCHOOL
DISTRICT
Paul Cruz, Superintendent
1111 West Sixth Street
Austin, TX 78703

Date: _____

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: _____

APPROVED AS TO LEGAL FORM

Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs

<i>ID</i>	<i>Output Measure Description</i>	<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
1	Total Number of Unduplicated Clients Served	3450	5400	5400	14250

Outcomes

<i>ID</i>	<i>Outcome Measure Description</i>	<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
	Number of youth served who progress to the next academic level	3105	4860	4860	12825
4B	Total number of youth who received services	3450	5400	5400	14250
	Percent of youth who progress to the next academic level	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/14/2015 10:34:00 AM Last Modified, If Applicable: 12/27/2017 12:41:00 PM

Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$898,197.00	\$1,050,000.00	\$1,020,282.00		\$2,968,479.00
<i>General Operations Expenses</i>	\$99,643.00	\$132,665.00	\$183,250.00		\$415,558.00
<i>Program Subgrantees</i>	\$181,165.00	\$450,000.00	\$450,000.00		\$1,081,165.00
<i>Staff Travel</i>	\$8,003.00	\$4,000.00	\$3,000.00		\$15,003.00
<i>Conferences</i>	\$3,735.00	\$3,000.00	\$2,000.00		\$8,735.00
Operations SubTotal	\$292,546.00	\$589,665.00	\$638,250.00		\$1,520,461.00
<i>Food and Beverages for Clients</i>	\$8,304.00	\$5,000.00	\$3,500.00		\$16,804.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$8,304.00	\$5,000.00	\$3,500.00		\$16,804.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$1,199,047.00	\$1,644,665.00	\$1,662,032.00		\$4,505,744.00
<i>Total Period Percentage</i>	26.61	36.5	36.89		

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the Prime Time After School Enrichment program.

General Op Expenses

Travel within Travis County; instructional, office, classroom, gardening, cooking, arts & crafts, and project supplies; reproduction costs; copier rental; general office equipment; buses for field trips and expenses associated with field trips such as admittance fees, lanyards, badges and t-shirts

Program Subgrantees

Vendor Programs support which includes wellness programs, fine arts, music and youth development programs.

Staff Travel

Travel costs associated with after school conferences outside of Travis County

Conferences

After School Conference Registration Fees outside of Travis County

Food and Beverage

Food and beverages for parents, students and community members during programming, summits, meetings and trainings.

Financial Assistance

N/A

Other Assistance

N/A

Capital Outlay

N/A

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

26-Music, School of Music

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$17,160.00	\$17,160.00	\$34,320.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Music and instrument instruction

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Beyond the Grade

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$2,700.00	\$2,700.00	\$5,400.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Guitar Instructions

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Dance Associates

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$3,018.00	\$3,018.00	\$6,036.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Dance Instruction

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Delwood Sports Complex

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$2,500.00	\$2,500.00	\$5,000.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Sports programming

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Golf in Schools

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$800.00	\$800.00	\$1,600.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Golf Instruction

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Maximum Martial Arts Academy

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$1,350.00	\$1,350.00	\$2,700.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Martial Arts Instructions

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

B*Tru Arts

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$2,550.00	\$2,550.00	\$5,100.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Dance, Acting and Visual Arts

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Ultimate Challenge

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$7,315.00	\$7,315.00	\$14,630.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Self Defense instruction

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Leap of Joy

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$6,520.00	\$6,520.00	\$13,040.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Interpretive Dance Instruction

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Austin Community Steelband

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$3,413.00	\$3,413.00	\$6,826.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Steel Drum Instruction

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Camp Fire Central Texas

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$563.00	\$563.00	\$1,126.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Children and Youth development through STEM hands-on activities

Program Subgrantees

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Austin Shakespeare Festival

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$1,200.00	\$1,200.00	\$2,400.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Theatre and acting instruction

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Latinitas, Inc

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$2,753.00	\$2,753.00	\$5,506.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Girls club to help build confidence and leadership through media, art, culture and technology

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Austin Film Society

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$1,620.00	\$1,620.00	\$3,240.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Film and media instruction

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Lupe Arte

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$114,615.00	\$114,615.00	\$229,230.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Promoting Latino Art to the Community at Large through Multi-Media, Multi-Disciplinary Art Programs.

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Travis County 4-H

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$2,176.00	\$2,176.00	\$4,352.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

STEM and Healthy Living, Agriculture and Citizenship Programming

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Media Awareness Project

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$7,740.00	\$7,740.00	\$15,480.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Digital Art, Media and Print

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Dance Another World

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$5,020.00	\$5,020.00	\$10,040.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Dance instruction

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Bruce Beaumont

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$5,760.00	\$5,760.00	\$11,520.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Martial Arts Programming

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Boys and Girls Club of Austin

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$214,615.00	\$214,615.00	\$429,230.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Academic enrichment and school engagement programming to help develop leadership skills and provide opportunities for planning and decision-making. Includes ongoing mentorship opportunities with caring, adult professionals

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Community Yoga

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$550.00	\$550.00	\$1,100.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Yoga Classes

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Creative Action

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$2,492.00	\$2,492.00	\$4,984.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Theatre and acting classes

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Austin Voices for Education and Youth

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$1,575.00	\$1,575.00	\$3,150.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Advocacy for community schools and community involvement

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Elsa Nelligan

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$1,050.00	\$1,050.00	\$2,100.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Ballet Instruction

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Forklift Dance

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$4,500.00	\$4,500.00	\$9,000.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Creative Movement Instruction

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Future All Sports

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$960.00	\$960.00	\$1,920.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Sporting activities

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

GENaustin

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$960.00	\$960.00	\$1,920.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Girls Club to help build self-esteem and confidence

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Ghisallo Foundation

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$8,700.00	\$8,700.00	\$17,400.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Bicycle safety instruction

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

It's Time Texas

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$9,700.00	\$9,700.00	\$19,400.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Healthy Living and Nutrition Classes

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

USA Ultimate

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$1,105.00	\$1,105.00	\$2,210.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Sporting activities

Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Young Rembrandts

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$4,800.00	\$4,800.00	\$9,600.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Art Instruction

Program Subgrantees

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subgrantee's Information**Name**

Engineering for Kids

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$10,220.00	\$10,220.00	\$20,440.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Robotics classes



Amendment No. 3
to
Contract No. NG150000015
for
Social Services
between
AUSTIN INDEPENDENT SCHOOL DISTRICT
and the
CITY OF AUSTIN
(Prime Time After School Enrichment)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Nine Hundred Eighty One Thousand Two Hundred Thirty Six dollars (\$981,236)***. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,921,833
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 635,308	\$ 2,557,141
Amendment No. 2: Modify Program Budget and Narrative	\$ 0	\$ 2,557,141
Amendment No. 3: Add funds to Contract and modify Exhibits	\$ 981,236	\$ 3,538,377

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 2/17/2017]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 1/30/2017]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 2/17/2017]

Exhibit B.2 -- Program Subcontractors is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subcontractors**. [Revised 2/17/2017]

Exhibit E – Business Associate Agreement is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$3,538,377 (Three Million Five Hundred Thirty Eight Thousand Three Hundred Seventy Seven dollars)**, and \$694,665 (*Six Hundred Ninety Four Thousand Six Hundred Sixty Five dollars*) per 12 month extension option, for a total Agreement amount of \$5,622,372. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$1,644,665 (*One Million Six Hundred Forty Four Thousand Six Hundred Sixty Five dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$694,665 (*Six Hundred Ninety Four Thousand Six Hundred Sixty Five dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts

3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ctkodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or

to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 HIPAA Standards. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

- 6.0** MBE/WBE goals were not established for this Contract.
- 7.0** Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 8.0** By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0** All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

Signature: _____

**AUSTIN INDEPENDENT SCHOOL
DISTRICT
Kendall Pace, AISD Board Chair
1111 West Sixth Street
Austin, TX 78703**

Date: 3/6/17

CITY OF AUSTIN

Signature: _____

**City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767**

Date: 4/10/17

APPROVED AS TO LEGAL FORM

[Handwritten signature] 3/6/17

Program Work Statement

Contract Start Date

9/1/2015

*Contract End Date*9/30/2018

Program Goals And Objectives

Austin Independent School District (AISD) Prime Time will deliver after school programming to at-risk, low-income children and youth to prevent school failure, retention in grade, dropping out of school prior to completing 12th grade, and juvenile delinquency.

Program Clients Served

Approved Client Eligibility Exception:

An exception to the City of Austin Client Eligibility and Residency Documentation Requirements is approved under this contract.

Prime Time will deliver out-of-school-time (OST) programming to the schools identified as Title 1 and schools the District has identified the student population as receiving 67% or greater free or reduced lunch. Once these schools have been identified using the parameters above, Prime Time will specifically target those schools that receive little or no OST program funding. All students at designated Prime Time campuses are eligible to participate in programming at these Prime Time schools. Prime Time will be offered throughout the academic year and during the summer on a District-wide basis at select schools based on campus availability. Prime Time Program Staff will provide City of Austin Contract Manager with list of identified "Prime Time" campuses by the start (October 1) of each program period.

Program Services And Delivery

Prime Time provides many low-income, at-risk children and youth in Austin with opportunities to participate in enjoyable and enriching activities they otherwise would have no access to, including supervised outdoor and indoor recreation, art, music, dance, creative writing, gardening, and other experiences that develop their personal competencies and capabilities and enrich the local community. As AISD operates on a rolling request for proposal (RFP) selection process for subcontractors, Prime Time Program Staff will notify their City of Austin Contract Manager of changes to program subcontractors (termination and initiation of subcontractors) on a quarterly basis (at the same time Quarterly Program Performance and Quarterly Zip Code and Demographic reports are submitted).

The provision of free after school programming on selected AISD campuses is designed to meet the needs of the District's low-income, struggling learners who otherwise do not have regular, free and structured after school programming services available. Absent of this support, many Austin parents would not be able to work after their children's school day ends, and many children and youth would spend several hours in unsupervised situations at home and in their neighborhoods.

Participants will not be screened into or out of the Prime Time Program based on their history in the criminal justice system.

AISD's Prime Time Program recruits, engages, trains, retains, and supports culturally diverse Program staff and services providers who receive cultural competence training and supervision regarding their delivery of culturally relevant and competent services throughout their periods of service to the Program. All staff is trained to address the needs of Prime Time participants by providing academic, recreational, social, and enrichment support services in the languages spoken, read, and/or understood by potential Prime Time students. All materials are evaluated for their cultural and linguistic competency and relevancy prior to being used in Prime Time programming.

If these experiences were not available at their elementary and secondary campuses after school hours, many children and youth would have no transportation available to secure them. Throughout the school year, programming usually runs from 3:00 pm – 5:00pm Monday through Friday depending on campus needs. For those programs that last until 5:00 pm or 6:00 pm on occasions, free meals are provided.

Children will be provided breakfast and lunch during summer programming. Summer programming will be for Pre-K through third grade, District wide, at selected summer sites. Prime Time will provide transportation for students who live beyond a two-mile radius from the summer sites. During summer registration, parents will indicate if their child will walk home, take the bus, or be picked up by a designated adult. Summer programming will run during the month of June from 7:30 am – 4:00 pm Monday through Friday unless the district is closed on a particular day.

*Created 4/14/2015 9:23:00 AM**Last Modified, If Applicable 2/17/2017 11:05:00 AM*

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

System for Collecting and Reporting Program Data

Project Specialists will collect all data, including data from subcontracted community-based organizations. Outcomes will be incorporated into formal performance measures. AISD's Department of Research and Evaluation will support data analysis and timely, required reporting on program outcomes and outputs.

Performance Evaluation

AISD will collect and use data to support and monitor district initiatives, ensure compliance with legal requirements regarding privacy of student and staff data and information, and facilitate internal/external research that supports district priorities.

Quality Improvement

AISD's Prime Time Program recruits, engages, trains, retains, and supports culturally diverse Program staff and services providers who receive cultural competence training and supervision regarding their delivery of culturally relevant and competent services throughout their periods of service to the Program.

The District collects, maintains, analyzes and reports all student-level data required by federal and state educational laws; as well as considerable data required for reporting its performance on state and federal grants and contracts. The data it collects includes student and personnel demographic data, student academic performance data, and campus and district level performance data. In addition to the data collected, Prime Time schools are required to conduct a least one parent "meet and greet" per school year in which community members are invited. Based on the data, campus needs, and responses from these various activities, Prime Time programming is implemented.

Youth Program Quality:

a. Minimum Standard Operating Procedures shall be maintained by Prime Time for its summer and afterschool programs. The Procedures shall be submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change.

b. Prime Time aligns its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. Prime Time will evaluate their practices to ensure ongoing compliance with TXPOST Standards.

Service Coordination with Other Agencies

AISD coordinates PRIME TIME service delivery with its existing programs to achieve the District's overall, state-mandated educational mission, limit duplication of services, close service gaps and ensure a greater percentage of Austin's children, youth and adults have easy access to services.

Service Collaboration with Other Agencies

AISD collaborates with a wide number of service providers to provide high quality programming for the youth that participate in Prime Time. At the beginning of every school year, Prime Time staff sit down with schools and coordinate with principals and the onsite coordinators to figure out what each school thinks would be best for their students in fall and spring semesters. That information is used to help determine the type of programming and number of teachers for each Prime Time campus. Some schools have existing relationships with vendors that provide programs that have proven effective that are continued from year to year as long as quality is maintained or improved. Project specialists monitor what's happening at each Prime Time after school location including quality of vendors and teachers, as well as program structure. These specialists use scoring sheets to track findings and make both planned and surprise visits for ongoing monitoring. Each Prime Time Campus has one on-site program coordinator that is a staff member of that school during the day to help with the program to provide some continuity to students between daytime school activities and Prime Time activities.

The two largest agreements with subcontractors are with Latinas Unidas Por El Arte (LUPE Arte) and Boys and Girls Club of Austin (BCG).

*Created 4/14/2015 9:23:00 AM**Last Modified, If Applicable 2/17/2017 11:05:00 AM*

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

LUPE Arte assists Prime Time After School Enrichment Program by providing enrichment programming at select campuses under the guidance and direction of a Prime Time Project Specialist. LUPE Arte provides Prime Time with registration and attendance information through the use of students' names and numbers allowing students to be tracked through the AISD Research and Evaluation Department.

LUPE Arte is a multi-media multi-disciplinary art education organization serving youth and supporting artists by providing culturally relevant programming. LUPE Arte offers programs in Latino arts and cultural awareness for students and their families and offers innovative hands on activities that complement student's creative learning. Their professional artists teach visual and performing arts to students of all ages. LUPE Arte encourages and supports artists and preserves culture and heritage through the production of art. Their art programs encourage team-building, teach leadership skills, and enhance self-esteem while promoting personal responsibility.

The Boys and Girls Club of Austin (BGC) assists Prime Time After School Enrichment Program with providing enrichment programming at select campuses under the guidance and direction of a Prime Time Project Specialist. BGC provides Prime Time with registration and attendance information through the use of students' name and identification numbers, allowing students to be tracked through the Austin ISD Research and Evaluation Department.

Serving a high concentration of children of color from limited economic resources, BGC is ideally positioned to assist youth in improving their educational and social skills, physical health and fitness and emotional well-being. They strive to create a foundation for a positive peer culture that values and promotes learning skills and contributions to society. Their programs are compelling enough to appeal to kids as an alternative to unsupervised, "hanging out" time after school.

Students will receive services from multiple subcontractors. To accommodate the program structure, unduplicated client count is tracked through performance reporting rather than including the number of clients served on the Program Subcontractor forms in CTK.

Community Planning Activities

The District coordinates its work with hundreds of agencies and organizations in the City, County and State. It is an active, contributing member of every local, regional and statewide coalition and partnership concerned with promoting children, youth and young adult education and workforce readiness.

Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<i>Outputs</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	3450	5400	3000	11850

<i>Outcomes</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of youth served who progress to the next academic level	3105	4860	2700	10665
4B	Total number of youth who received services	3450	5400	3000	11850
	Percent of youth who progress to the next academic level	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/14/2015 10:34:00 AM Last Modified, If Applicable: 1/30/2017 2:02:00 PM

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	Total	
<i>Salary plus Benefits</i>	\$898,197.00	\$1,050,000.00	\$430,844.00		\$2,379,041.00
<i>General Operations Expenses</i>	\$99,643.00	\$132,665.00	\$72,821.00		\$305,129.00
<i>Program Subcontractors</i>	\$181,165.00	\$450,000.00	\$180,000.00		\$811,165.00
<i>Staff Travel</i>	\$8,003.00	\$4,000.00	\$4,000.00		\$16,003.00
<i>Conferences</i>	\$3,735.00	\$3,000.00	\$3,000.00		\$9,735.00
<i>Operations SubTotal</i>	\$292,546.00	\$589,665.00	\$259,821.00		\$1,142,032.00
<i>Food and Beverages for Clients</i>	\$8,304.00	\$5,000.00	\$4,000.00		\$17,304.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$8,304.00	\$5,000.00	\$4,000.00		\$17,304.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$1,199,047.00	\$1,644,665.00	\$694,665.00		\$3,538,377.00
<i>Total Period Percentage</i>	33.89	46.48	19.63		

Detailed Budget Narrative

Salaries plus Benefits	Salaries, benefits, retirement, and employment taxes
General Op Expenses	Travel within Travis County; instructional, office, classroom, gardening, cooking, arts & crafts, and project supplies; reproduction costs; copier rental; general office equipment; buses for field trips and expenses associated with field trips such as admittance fees, lanyards, badges and t-shirts
Program Subcontractors	Vendor Programs support which includes wellness programs, fine arts, music and youth development programs.
Staff Travel	Travel costs associated with after school conferences outside of Travis County
Conferences	After School Conference Registration Fees outside of Travis County
Food and Beverage	Food and beverages for parents, students and community members during programming, summits, meetings and trainings.
Financial Assistance	N/A
Other Assistance	N/A
Capital Outlay	N/A

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

26-Music, School of Music

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$17,160.00	\$0.00	\$17,160.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Music and instrument instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Beyond the Grade

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$2,700.00	\$0.00	\$2,700.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Guitar Instructions

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Dance Associates

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$3,018.00	\$0.00	\$3,018.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Dance Instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Delwood Sports Complex

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$2,500.00	\$0.00	\$2,500.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Sports programming

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Golf in Schools

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$800.00	\$0.00	\$800.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Golf Instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Maximum Martial Arts Academy

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$1,350.00	\$0.00	\$1,350.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Martial Arts Instructions

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

B*Tru Arts

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$2,550.00	\$0.00	\$2,550.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Dance, Acting and Visual Arts

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Ultimate Challenge

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$7,315.00	\$0.00	\$7,315.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

Self Defense instruction

Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Leap of Joy

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$6,520.00	\$0.00	\$6,520.00

Length of Term**Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Interpretive Dance Instruction

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Austin Community Steelband

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$3,413.00	\$0.00	\$3,413.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

Steel Drum Instruction

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Camp Fire Central Texas

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$563.00	\$0.00	\$563.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

Children and Youth development through STEM hands-on activities

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Austin Shakespeare Festival

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$1,200.00	\$0.00	\$1,200.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

Theatre and acting instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Latinitas, Inc

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$2,753.00	\$0.00	\$2,753.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Girls club to help build confidence and leadership through media, art, culture and technology

Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Austin Film Society

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$1,620.00	\$0.00	\$1,620.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Film and media instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Lupe Arte

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$114,615.00	\$0.00	\$114,615.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Promoting Latino Art to the Community at Large through Multi-Media, Multi-Disciplinary Art Programs.

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Travis County 4-H

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$2,176.00	\$0.00	\$2,176.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

STEM and Healthy Living, Agriculture and Citizenship Programming

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Media Awareness Project

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$7,740.00	\$0.00	\$7,740.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Digital Art, Media and Print

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Dance Another World

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$5,020.00	\$0.00	\$5,020.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

Dance instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Bruce Beaumont

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$5,760.00	\$0.00	\$5,760.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Martial Arts Programming

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Boys and Girls Club of Austin

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$214,615.00	\$0.00	\$214,615.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Academic enrichment and school engagement programming to help develop leadership skills and provide opportunities for planning and decision-making. Includes ongoing mentorship opportunities with caring, adult professionals

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Community Yoga

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$550.00	\$0.00	\$550.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Yoga Classes

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Creative Action

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$2,492.00	\$0.00	\$2,492.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Theatre and acting classes

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Austin Voices for Education and Youth

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$1,575.00	\$0.00	\$1,575.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Advocacy for community schools and community involvement

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Elsa Nelligan

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$1,050.00	\$0.00	\$1,050.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Ballet Instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Forklift Dance

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$4,500.00	\$0.00	\$4,500.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Creative Movement Instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Future All Sports

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$960.00	\$0.00	\$960.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Sporting activities

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

GENaustin

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$960.00	\$0.00	\$960.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Girls Club to help build self-esteem and confidence

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Ghisallo Foundation

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$8,700.00	\$0.00	\$8,700.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Bicycle safety instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

It's Time Texas

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$9,700.00	\$0.00	\$9,700.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Healthy Living and Nutrition Classes

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

USA Ultimate

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$1,105.00	\$0.00	\$1,105.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Sporting activities

Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Young Rembrandts

<i>Unduplicated Count</i>	0	0	0	0
<i>Amount</i>	\$0.00	\$4,800.00	\$0.00	\$4,800.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Art Instruction

Program Subcontractors

	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Engineering for Kids

Unduplicated Count	0	0	0	0
Amount	\$0.00	\$10,220.00	\$0.00	\$10,220.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

Robotics classes

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. **Definitions.** Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
2. **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
3. **Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
4. **Designated Record Set.** "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
 - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 2
to
Contract No. NG150000015
for
Social Services
between
AUSTIN INDEPENDENT SCHOOL DISTRICT
and the
CITY OF AUSTIN
(Prime Time After School Enrichment)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,921,833
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 635,308	\$ 2,557,141
Amendment No. 2: Modify Program Budget and Narrative	\$ 0	\$ 2,557,141

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. *[Revised 9/7/2016]*

- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 7.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature: 

AUSTIN INDEPENDENT SCHOOL
DISTRICT

Dr. Gloria Williams, Director
School, Family & Community Education
1111 West Sixth Street
Austin, TX 78703

Date: 9/12/16

CITY OF AUSTIN

Signature: 

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 09/23/2016

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		<i>Total</i>
<i>Salary plus Benefits</i>	\$898,197.00	\$415,226.00	\$415,226.00		\$1,728,649.00
<i>General Operations Expenses</i>	\$99,643.00	\$76,824.00	\$76,824.00		\$253,291.00
<i>Program Subcontractors</i>	\$181,165.00	\$173,388.00	\$173,388.00		\$527,941.00
<i>Staff Travel</i>	\$8,003.00	\$8,003.00	\$8,003.00		\$24,009.00
<i>Conferences</i>	\$3,735.00	\$3,735.00	\$3,735.00		\$11,205.00
<i>Operations SubTotal</i>	\$292,546.00	\$261,950.00	\$261,950.00		\$816,446.00
<i>Food and Beverages for Clients</i>	\$8,304.00	\$1,871.00	\$1,871.00		\$12,046.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$8,304.00	\$1,871.00	\$1,871.00		\$12,046.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Total</i>	\$1,199,047.00	\$679,047.00	\$679,047.00		\$2,557,141.00
<i>Total Period Percentage</i>	46.89	26.55	26.55		

Detailed Budget Narrative

Salaries plus Benefits	4 FTE's for program staff, teachers and support staff to work with 16 Austin ISD campuses (base funding) to a maximum of 28 Austin ISD campuses (is there are any additional funding) and their families during the school year and possible summers.
General Op Expenses	In county travel, general supplies, reproduction costs, copier rental, general office equipment, buses for field trips and other operations expenses not covered in the other categories.
Program Subcontractors	Vendor Programs support which includes wellness programs, fine arts, music and youth development programs.
Staff Travel	After School Conferences
Conferences	After School Conferences Registration Fees
Food and Beverage	Snacks and beverages for parents, students and community members during summits, meetings and trainings.
Financial Assistance	N/A
Other Assistance	N/A
Capital Outlay	N/A



Amendment No. 1
to
Contract No. NG150000015
for
Social Services
between
AUSTIN INDEPENDENT SCHOOL DISTRICT
and the
CITY OF AUSTIN
(Prime Time After School Enrichment)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Six Hundred Thirty Five Thousand Three Hundred and Eight dollars (\$635,308)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 1,921,833
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 635,308	\$ 2,557,141

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/23/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/23/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$2,557,141 (Two Million Five Hundred Fifty Seven Thousand One Hundred Forty One dollars)**, and \$679,047 (Six Hundred Seventy Nine Thousand and Forty Seven dollars) per twelve (12) month extension option, for a total Contract amount of \$4,594,282. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$1,199,047 (*One Million One Hundred Ninety Nine Thousand and Forty Seven dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$679,047 (*Six Hundred Seventy Nine Thousand and Forty Seven dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$679,047 (*Six Hundred Seventy Nine Thousand and Forty Seven dollars*).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature:



AUSTIN INDEPENDENT SCHOOL
DISTRICT
Kendall Pace, President, AISD Board of
Trustees
1111 West Sixth Street
Austin, TX 78703

Date:

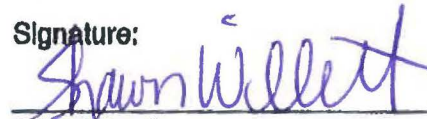
4/25/16

APPROVED AS TO LEGAL FORM



CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

7/7/16

Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
Outputs					
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	3450	2650	2650	7875

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
Outcomes					
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of youth served who progress to the next academic level	3105	2385	2385	7088
4B	Total number of youth who received services	3450	2650	2650	7875
	Percent of youth who progress to the next academic level	90	90	90	90.01

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/14/2015 10:34:00 AM Last Modified, If Applicable: 3/23/2016 2:38:00 PM

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		
<i>Salary plus Benefits</i>	\$733,197.00	\$415,226.00	\$415,226.00		\$1,563,649.00
<i>General Operations Expenses</i>	\$144,643.00	\$76,824.00	\$76,824.00		\$298,291.00
<i>Program Subcontractors</i>	\$306,165.00	\$173,388.00	\$173,388.00		\$652,941.00
<i>Staff Travel</i>	\$8,003.00	\$8,003.00	\$8,003.00		\$24,009.00
<i>Conferences</i>	\$3,735.00	\$3,735.00	\$3,735.00		\$11,205.00
<i>Operations SubTotal</i>	\$462,546.00	\$261,950.00	\$261,950.00		\$986,446.00
<i>Food and Beverages for Clients</i>	\$3,304.00	\$1,871.00	\$1,871.00		\$7,046.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$3,304.00	\$1,871.00	\$1,871.00		\$7,046.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Total</i>	\$1,199,047.00	\$679,047.00	\$679,047.00		\$2,557,141.00
<i>Total Period Percentage</i>	46.89	26.55	26.55		

Detailed Budget Narrative

<i>Salaries plus Benefits</i>	4 FTE's for program staff, teachers and support staff to work with 16 Austin ISD campuses (base funding) to a maximum of 28 Austin ISD campuses (is there are any additional funding) and their families during the school year and possible summers.
<i>General Op Expenses</i>	In county travel, general supplies, reproduction costs, copier rental, general office equipment, buses for field trips and other operations expenses not covered in the other categories.
<i>Program Subcontractors</i>	Vendor Programs support which includes wellness programs, fine arts, music and youth development programs.
<i>Staff Travel</i>	After School Conferences
<i>Conferences</i>	After School Conferences Registration Fees
<i>Food and Beverage</i>	Snacks and beverages for parents, students and community members during summits, meetings and trainings.
<i>Financial Assistance</i>	N/A
<i>Other Assistance</i>	N/A
<i>Capital Outlay</i>	N/A

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CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Austin ISD

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Dr. Meria Carstarphen

Title: Superintendent

Signature of Officer or Authorized Representative: [Signature]

E-Mail Address: Superintendent@AustinISD.org

Phone Number: 512-414-2412

* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN INDEPENDENT SCHOOL DISTRICT
FOR**

SOCIAL SERVICES

(Prime Time After School Enrichment)

CONTRACT NO. NG150000015

CONTRACT AMOUNT: \$1,921,833

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Austin Independent School District ("Contractor"), a Texas non-profit corporation, having offices at 1111 West Sixth Street, Austin, TX 78703.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Jina Sorensen or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Dr. Gloria L. Williams, Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$1,921,833 (One Million Nine Hundred Twenty One Thousand Eight Hundred Thirty Three dollars)**, and \$640,611 (*Six Hundred Forty Thousand Six Hundred Eleven dollars*) per twelve (12) month extension option, for a total Contract amount of \$3,843,666. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$640,611 (*Six Hundred Forty Thousand Six Hundred Eleven dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$640,611 (*Six Hundred Forty Thousand Six Hundred Eleven dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$640,611 (*Six Hundred Forty Thousand Six Hundred Eleven dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if

any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial

statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will

accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund,

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor's Coverage

- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return

Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Austin Independent School District	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Dr. Paul Cruz, Superintendent	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	1111 West Sixth Street Austin, TX 78703	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified

individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Contract.

8.20 Living Wage Policy

[Reserved]

8.21 Subcontractors.

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved

in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

- 8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

- 8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

AUSTIN INDEPENDENT SCHOOL DISTRICT

Signature: _____

Name: _____

Printed Name

Title: _____

Date: _____

CITY OF AUSTIN

Signature: _____

Name: _____

PURCHASING OFFICE

Date: _____

EXHIBITS

Exhibit A – Program Forms

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1** Program Budget and Narrative
- B.2** Program Subcontractors

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

9/1/2015

*Contract End Date*9/30/2018

Program Goals And Objectives

AISD PRIME TIME will deliver after school programming to at-risk, low-income children and youth to prevent school failure, retention in grade, dropping out of school prior to completing 12th grade, and juvenile delinquency

Program Clients Served

Prime Time will deliver out-of-school-time (OST) programming to the schools identified as Title 1 and schools the District has identified the student population as receiving 67% or greater free or reduced lunch. Once these schools have been identified using the parameters above, Prime Time will specifically target those schools that receive little or no OST program funding. All students are eligible to participate in programming at these Prime Time schools. Prime Time will be offered throughout the academic year at up to 31 campuses, each serving from 60 to 300 children and youth and during the summer on a District-wide basis at select schools based on campus availability. Prime Time Program Staff will provide City of Austin Contract Manager with list of identified "Prime Time" campuses by the start (October 1) of each program period.

Program Services And Delivery

Prime Time provides many low-income, at-risk children and youth in Austin with opportunities to participate in enjoyable and enriching activities they otherwise would have no access to, including supervised outdoor and indoor recreation, art, music, dance, creative writing, gardening, and other experiences that develop their personal competencies and capabilities and enrich the local community. As AISD operates on a rolling RFP process for subcontractors, Prime Time Program Staff will notify their City of Austin Contract Manager of changes to program subcontractors (termination and initiation of subcontractors) on a quarterly basis (at the same time Quarterly Program Performance and Quarterly Zip Code and Demographic reports are submitted).

The provision of free after school programming on selected AISD campuses is designed to meet the needs of the District's low-income, struggling learners who otherwise do not have regular, free and structured after school programming services available. Absent of this support, many Austin parents would not be able to work after their children's school day ends, and many children and youth would spend several hours in unsupervised situations at home and in their neighborhoods.

Participants will not be screened into or out of the Prime Time Program based on their history in the criminal justice system.

AISD's Prime Time Program recruits, engages, trains, retains, and supports culturally diverse Program staff and services providers who receive cultural competence training and supervision regarding their delivery of culturally relevant and competent services throughout their periods of service to the Program. All staff is trained to address the needs of PRIME TIME participants by providing academic, recreational, social, and enrichment support services in the languages spoken, read, and/or understood by potential PRIME TIME students. All materials are evaluated for their cultural and linguistic competency and relevancy prior to being used in Prime Time programming.

If these experiences were not available at their elementary and secondary campuses after school hours, many children and youth would have no transportation available to secure them. Throughout the school year, programming usually runs from 3:00 pm – 5:00pm Monday through Friday depending on campus needs. For those programs that last until 5:00 pm or 6:00 pm on occasions, free meals are provided.

Children will be provided breakfast and lunch during summer programming. Summer programming will be for Pre-K through third grade, District wide, at selected summer sites. Prime Time will provide transportation for students who live beyond a two-mile radius from the summer sites. During summer registration, parents will indicate if their child will walk home, take the bus, or be picked up by a designated adult. Summer programming will run during the month of June from 7:30 am – 4:00 pm Monday through Friday unless the district is closed on a particular day.

System for Collecting and Reporting Program Data

Project Specialists will collect all data, including data from subcontracted community-based organizations. Outcomes will be incorporated into formal performance measures. AISD's Department of Research and Evaluation will support data analysis and timely, required reporting on program outcomes and outputs.

*Created 4/14/2015 9:23:00 AM**Last Modified, If Applicable 7/10/2015 11:10:00 AM*

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Performance Evaluation

Collect and use data to support and monitor district initiatives, ensure compliance with legal requirements regarding privacy or student and staff data and information, and facilitate internal/external research that supports district priorities

Quality Improvement

AISD's PRIME TIME Program recruits, engages, trains, retains, and supports culturally diverse Program staff and services providers who receive cultural competence training and supervision regarding their delivery of culturally relevant and competent services throughout their periods of service to the Program.

The District collects, maintains, analyzes and reports all student-level data required by federal and state educational laws; as well as considerable data required for reporting its performance on state and federal grants and contracts. The data it collects includes student and personnel demographic data, student academic performance data, and campus and district level performance data. In addition to the data collected, Prime Time schools are required to conduct a least one parent "meet and greet" per school year in which community members are invited. Based on the data, campus needs, and responses from these various activities, Prime Time programming is implemented.

Youth Program Quality:

a. Minimum Standard Operating Procedures shall be maintained by AISD's PRIME TIME for its summer and afterschool programs. The Procedures shall be submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change.

b. AISD's PRIME TIME shall work to align its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. A plan including specific goals and timelines shall be submitted to the City for review and approval by December 31, 2015.

Service Coordination with Other Agencies

AISD coordinates PRIME TIME service delivery with its existing programs to achieve the District's overall, state-mandated educational mission, limit duplication of services, close service gaps and ensure a greater percentage of Austin's children, youth and adults have easy access to services.

Service Collaboration with Other Agencies

N/A

Community Planning Activities

The District coordinates its work with hundreds of agencies and organizations in the City, County and State. It is an active, contributing member of every local, regional and statewide coalition and partnership concerned with promoting children, youth and young adult education and workforce readiness.

NOTE: This work statement contains approved exceptions to the HHSD Client Eligibility Requirements, including the use of Free and Reduced Meal Program applications for financial eligibility.

Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	2500	2500	2500	6375

Outcomes		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of youth served who progress to the next academic level	2250	2250	2250	5738
4B	Total number of youth who received services	2500	2500	2500	6375
	Percent of youth who progress to the next academic level	90	90	90	90.01

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/14/2015 10:34:00 AM Last Modified, If Applicable:

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ◆ Annual certification of client eligibility
 - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ◆ A government –issued identification; or
 - ◆ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ◆ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - ♦ For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$376,790.00	\$376,790.00	\$376,790.00		\$1,130,370.00
General Operations Expenses	\$76,824.00	\$76,824.00	\$76,824.00		\$230,472.00
Program Subcontractors	\$173,388.00	\$173,388.00	\$173,388.00		\$520,164.00
Staff Travel	\$8,003.00	\$8,003.00	\$8,003.00		\$24,009.00
Conferences	\$3,735.00	\$3,735.00	\$3,735.00		\$11,205.00
Operations SubTotal	\$261,950.00	\$261,950.00	\$261,950.00		\$785,850.00
Food and Beverages for Clients	\$1,871.00	\$1,871.00	\$1,871.00		\$5,613.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$1,871.00	\$1,871.00	\$1,871.00		\$5,613.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$640,611.00	\$640,611.00	\$640,611.00		\$1,921,833.00
Total Period Percentage	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits	4 FTE's for program staff, teachers and support staff to work with 16-18 Austin ISD campuses and their families during the school year and possibly summers.
General Op Expenses	In county travel, general supplies, reproduction costs, copier rental, general office equipment, buses for field trips and other operations expenses not covered in the other categories.
Program Subcontractors	Vendor Programs support which includes wellness programs, fine arts, music and youth development programs.
Staff Travel	After School Conferences
Conferences	After School Conferences Registration Fees
Food and Beverage	Snacks and beverages for parents, students and community members during summits, meetings and trainings.
Financial Assistance	N/A
Other Assistance	N/A
Capital Outlay	N/A

Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information**Name**

Various Subcontractors

<i>Unduplicated Count</i>	2500	2500	2500	6375
<i>Amount</i>	\$173,388.00	\$173,388.00	\$173,388.00	\$520,164.00

Length of Term*Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

AISD uses a rolling RFP process to identify specific subcontractors.

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22 day of June, 2015

CONTRACTOR

Authorized
Signature

Title

Gina A. Jorgensen
AFSD Board President

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

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- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

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\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

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- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

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- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
 - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
 - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
 - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
 - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.
(School Readiness Action Plan)
- b. Youth:
 - 1. Children, youth and young adults:

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- i. Are physically healthy
 - ii. Are physically safe
 - iii. Respect diversity and demonstrate empathy and pro-social behaviors
 - iv. Engage in community, school and/or extracurricular activities
 - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
 - vi. Have good mental health and are emotionally resilient
 - vii. Avoid risky behaviors
 - viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
 - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor’s Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood - \$949,416
 - ii. Youth - \$1,961,339
 - iii. Adults and Family - \$7,327,622
 - iv. Seniors and People with Disabilities - \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116 CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

Part I – Program Overview and Strategy

Total points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

F. Community Planning Activities

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Total points: 20

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

A. Budget

1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III – Local Business Presence

Total points: 10

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Part IV – Bonus Evaluation Points

Total points: 25

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
 - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - the provision of accessible locations allowing privacy;
 - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
 - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
 - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

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USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Austin Independent School District					
Physical Address	1111 West 6 th Street, Austin, TX 78613					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Camp Fire USA Balcones Council					
Physical Address	3410 Cedar St #276, Austin, TX 78705					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Michael Magana					
Physical Address	2513 Alletton Cove, 78725					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

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SUBCONTRACTOR(S):

Name of Local Firm	Latinitas, Inc					
Physical Address	1107 S 8th St. 78704					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Ultimate Challenge					
Physical Address	2605 JONES Rd, Ste. 106, Austin, TX 78745					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Leap of Joy					
Physical Address	3905 Leaffield DR., Austin, TX 78749					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

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SUBCONTRACTOR(S):

Name of Local Firm	Active Life					
Physical Address	911 West Anderson Lane #101, 78757					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Luna M. Tidrick					
Physical Address	714 Sheraton Ave., Austin, TX 78745					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Lupe Arte					
Physical Address	4926 East Cesar Chavez, 78702					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

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SUBCONTRACTOR(S):

Name of Local Firm	Stephanie Lane					
Physical Address	2603 Greenlee Dr., Leander, TX 78641					
Is Firm located in the Corporate City Limits? (circle one)	Yes		<input checked="" type="radio"/> No			
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes		No			
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Golf in Schools					
Physical Address	1702 Exposition Blvd 78703					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes		No			
In business at this location for past 5 yrs?	Yes		<input checked="" type="radio"/> No			
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Elite martial arts					
Physical Address	1700 S Lamar Blvd #331, 78704					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes		No			
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes		No			
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

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SUBCONTRACTOR(S):

Name of Local Firm	KLRU TV, Austin PBS					
Physical Address	2504-B Whit's Ave, 78712					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Capoeira Evolucao					
Physical Address	365 Tilbury Ln., Austin, TX 78745					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Mad Science of Austin					
Physical Address	6120 W US Hwy 290 Service Road, 78735					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

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SUBCONTRACTOR(S):

Name of Local Firm	Fantastic Magic					
Physical Address	6001 Airport Blvd 78752					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Abrakadoodle					
Physical Address	15010 Kollmeyer Dr 78734					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Community Yoga					
Physical Address	502 W. 30th Street, 78705					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	Yes			<input checked="" type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

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SUBCONTRACTOR(S):

Name of Local Firm	Center Stage Texas					
Physical Address	29216 Real Street, 78722					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Dance Associates					
Physical Address	9203 Amanda Dr 78729					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	I-9 Sports					
Physical Address	10612 Coreopsis Dr 78733					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

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SUBCONTRACTOR(S):

Name of Local Firm	Creative Action					
Physical Address	701 Tilley St #A-14, 78702					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes		<input type="radio"/> No			
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes		<input type="radio"/> No			
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	26 music					
Physical Address	4300 N. Quinlan Park Rd, Ste 200, 78732					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes		<input type="radio"/> No			
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes		<input type="radio"/> No			
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Austin Nature and Science Center					
Physical Address	301 Nature Center Drive 78746					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes		<input type="radio"/> No			
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes		<input type="radio"/> No			
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

AUSTIN INDEPENDENT SCHOOL DISTRICT: PRIME TIME

EXECUTIVE SUMMARY

1. Applicant: Austin Independent School District (AISD) is the largest ISD in Travis County. In 2013-2014, AISD is serving 85,355 children and youth in early childhood education through 12th grade and more than 900 adult learners on 123 campuses. Many of the children and youth have significant, persistent obstacles to becoming productive, self-sufficient adults; the adults served require academic programming and supports to achieve and maintain personal and family financial self-sufficiency.

2. How AISD will address the program's primary self-sufficiency goal: The primary Self-Sufficiency Goal for PRIME TIME is ***b: Transition out of poverty***. AISD proposes the continuation of evidence-based out-of-school-time (OST) programming to 4,000 (unduplicated) low-income, at-risk children and youth in 20 schools of the District by the PRIME TIME program as a means of improving their academic performance, preventing their involvement in delinquent or criminal behavior during after-school hours, and supporting their parents' ability to participate in the local workforce, Early Childhood Education (ECE) services to young children and their parents, and high-quality Adult Education (AE) General Education Development (GED) preparation and English Language Learners (ELL) classes to 900 or more adults to improve their chances of attaining and maintaining self-sufficiency and independence. PRIME TIME will also provide District-Wide summer programming for targeted children and youth.

3: Other goals: ***c: Problem prevention and e: Enrichment***. The delivery of structured, quality OST services is an evidence-based means of deterring academic and social problems in young children and youth and promoting their academic achievement. Not only does OST boost academic success and provide participants with culturally and socially enriching experiences, it

is also an effective means to prevent serious consequences, such as truancy, unnecessary family mobility, youth homelessness, and child food insufficiency, as well as unhealthy and anti-social behaviors such as tobacco and other drug use, sexual experimentation and teen pregnancy, gang membership, bullying and juvenile crime. AE and ELL programming for adults also mitigates unemployment, job loss, family food insufficiency, family homelessness, personal isolation and lack of connections with the community and promotes workforce readiness and work skills.

4. Need: TEA data shows that of 86,233 children and youth served by AISD in 2012-2013: 63% (n=54,313) were “economically disadvantaged,” with family incomes at or below 200% of poverty; 53.3% (N=45,968) were “at risk” of academic failure; 27.4% (N=23,650) were limited English proficient; and, 1.8% (N=1,718) had disciplinary placements. Children/youth with two or more of these characteristics have a higher risk of never attaining self-sufficiency as adults. Throughout Travis County, rates of academic failure, incompleteness and early antisocial behavior shatter children and youth’s opportunities for success. In addition, more than 200,000 adults lack a high school diploma and basic literacy skills and/or are not English fluent in Austin/Travis County, a number and proportion that are unacceptably high and adversely impact individuals, families and the region’s economic competitiveness.

5. Summary of strategies: PRIME TIME delivers evidence-based OST educational, social and enrichment experiences to children/youth, ECE to very young children and their parents and AE GED and ELL instruction to adults who lack a GED and/or do not speak or read English.

6. Amount requested: AISD requests an investment of \$1,444,582 from the City of Austin.

7. Compliance Statement: AISD will comply with all terms of the City’s 2014 *Request for Proposal: Self-Sufficiency Continuum for Social Services* as detailed in Solicitation EAD011.

PRIME TIME: OST, AE and ELL Programming

Part I – PROGRAM OVERVIEW AND STRATEGY

A. Connection to the City of Austin’s Self-Sufficiency Goals & Life Continuum Categories

1. AISD will meet Goal b. Austin Independent School District (AISD) proposes to deliver high-quality, evidence-based out-of-school-time (OST) and Early Childhood Education (ECE) programming to low-income children and youth and their parents and evidence-based Adult Education (AE) and English Language Learners (ELL) classes to low-income adults (including seniors and persons with disabilities) to address the primary **City of Austin Self-Sufficiency Goal b: Transition out of poverty.**

For children and youth, OST and ECE experiences will prepare Austin’s youngest children for school entry and **promote their parents’ engagement** in the children’s academic careers; **improve school attendance** and **academic performance** in school-age youth; **ensure annual promotions** from school entry through high school graduation; **prepare and motivate transitions to postsecondary training** and/or employment that pays a living wage after graduation; as well as **prevent unhealthy, delinquent or criminal behavior** and support participants’ parents’ pursuit of workforce training or employment activities during out-of-school-time in the academic year that results in improved family incomes and self-sufficiency.

PRIME TIME’s OST component will also help low-income children/youth meet **Goal b** by **delivering summer programming** to those who are homeless or residing in the community’s most economically disadvantaged neighborhoods. Summer programs promote children’s development of autonomy, social skills, self-esteem, emotional control and motivation through structured, enjoyable experiences that prevent summer learning loss, promote their acquisition of academic and social skills commensurate with their developmental potential, and strengthen their social

networks, including their connections to positive peers and supportive adults.

For low-income adults of all ages and ability levels, (including seniors and persons with disabilities) the program's Adult Education GED and ELL components will **provide instruction in literacy, numeracy** and other academic and communication skills; improve workforce readiness; provide courses leading to GEDs and other academic credentials, enhance employability and/or ability to achieve their developmental potentials; reduce social isolation; and provide connections to the community services participants need to become or remain self sufficient and independent.

B. Target Population for the Goals

1. Target Populations: PRIME TIME will serve three key Austin populations: a) low-income children and **youth, 3 through 18** years of age; b) the **parents of children in ECE**; and, c) low-income individuals **at least 18 years old of any capability level who did not graduate from high school and/or are not fluent in English.** The District has significant experience in the delivery of these specialized educational services to these populations: It has enrolled and educated Austin's low-income children and youth in early education, pre-kindergarten and kindergarten through 12th grade academic programs aligned with their needs and capabilities for 135 years; worked with the parents of young children in ECE programs and delivered effective out-of-school-time **(OST) programs for nearly 30 years;** and provided effective **GED and ELL services to low-income adults more than two decades,** **including services in partnership with the City of Austin.**

Established in 1881, AISD presently educates children and youth three through 18 years old in more than 90% of the City of Austin, the City of Sunset Valley, the Village of San Leanna, and the unincorporated areas of Travis County (including Manchaca. The District operates 123 schools including 80 elementary schools, 18 middle schools, and 16 high schools. Its success as

one of Texas' top educational organizations is notable: For example, the recently released *2013 Trial Urban Snapshot Reports* from the *National Assessment of Educational Progress* found that AISD 4th and 8th graders continue to outperform their peers in the nation's large urban school districts on the "Nation's Report Card," ranking among the country's top students in math and reading – while the District's English Language Learners outperformed their peers nationally.

The District's educational services for adult learners of all ability levels in Austin and Travis County are likewise successful and strong. Over the past two years, the program has provided instructional services to more than 2,000 adults, with 74% of them advancing at least one level. Currently, this component collaborates with, community nonprofits and Austin Community College to provide effective AE/GED and ELL and other workforce preparation courses with significant success. AISD is the premiere Austin-area provider of the services it proposes to deliver to low-income City of Austin/Travis County adults through PRIME TIME.

2. Need for proposed services. Austin/Travis County children and youth and parents of young children have a significant need for educational services and supports outside the traditional "school day" and "school year"; local adults of all ages and ability levels often need additional education services and supports when they leave school without a high school diploma and/or are not able to communicate in English. Those with adequate incomes can purchase the educational resources they require to become self-sufficient, and many do. But children, youth and adults in low-income Austin-area families have limited or no ability to buy the OST, ECE, AE supports they require to develop their own or their children's and youth's capabilities and achieve their optimal levels of self-sufficiency. Their inability to access the academic, social and cultural resources and supports available to the more affluent individuals and families disadvantages them in academic settings, limits their college-going aspirations, reduces their employment

options and decreases the likelihood that they will ever reach their economic potential. Leveling the playing field so that low-income Austin-area children, youth and adults have an equal opportunity to become and remain self-sufficient is the driving force behind PRIME TIME.

2. Data demonstrating the need. Economic disadvantage is pervasive in Travis County, and concentrated in the City of Austin. 2014 Texas Education Agency data shows that of the 86,233 children and youth enrolled in AISD in 2012-2013: 63% (n=54,313) were “economically disadvantaged,” with family incomes at or below 200% of poverty; 53.3% (N=45,968) were “at risk” of academic failure; 27.4% (N=23,650) were limited English proficient; and, 1.8% (N=1,718) had disciplinary placements. No other local institution serves more low-income children, youth and families than AISD. The District’s children and youth in two or more of these populations are at the highest risk of neither achieving nor sustaining economic self-sufficiency as adults. They are most often the children and youth “left behind” in the Austin economy, which is increasingly driven by the capable use of academic knowledge and skills.

High-quality OST programming is also a much needed workforce support for parents who are employed, as well as for parents engaged in programs of higher education or training to improve their chances of attaining or maintaining full-time employment. PRIME TIME presently provides excellent adult supervision to ensure their youngsters’ safety and prevent their youngster’s participation in delinquent and criminal behaviors, many of which have well-documented and frequently deleterious personal and community consequences: Austin-area juvenile crime data shows that youthful criminal activity peaks during after-school hours and during the summer, when the children of working parents (many of whom are members of single parent families) have no dependable adult supervision.¹

¹ Central Texas Afterschool Network. 2013. *Why is after school important?* Available from: http://ctanweb.org/why_imp.php#Sources.

The need for Adult Education instruction for local adults is also well supported by recent data. According the U.S. Bureau of the Census' 2012 *American Community Survey*², more than 47,000 adults 25 years old and older in Travis County have less than a 9th grade education; another nearly 47,000 local adults completed 9th through 12th grade, but did not earn a high school diploma. There are thousands of other persons in the county between the ages of 19 and 24 with similarly dismal educational histories. A significant proportion of these more than 100,000 dropouts are unable to earn a living wage³ in Austin because they do not have adequate academic knowledge or skills or possess a high school diploma or its equivalent. According to the Living Wage Project at MIT, the living wage for a single adult in Travis County in 2013 was \$9.73 per hour; for two adults, \$14.88 per hour; one adult, one child, \$19.56 per hour; and one adult, two children \$29.44 per hour.⁴ Without a high school diploma or GED, wages above the minimum are rarely achieved in Travis County and self-sufficiency is all but unattainable.

The inability to use English is another potent barrier to self-sufficiency for local adults. The 2012 *American Community Survey* shows that nearly 250,000 Travis County residents older than 5 years of age speak Spanish at home. Some 56% of them speak English "less than very well." Nearly 70,000 other Travis County residents speak a language other than English or Spanish at home -- more than 65% speak English "less than very well." Unfortunately, more than 90% of jobs that pay a living wage in Travis County require English language fluency. This means the need for AE GED and ELL classes in Austin/Travis County remains very high.

ASID is well-qualified to serve adult learners of all ages and ability levels. In addition to

² Travis County Health and Human Services & Veteran Services, Research and Planning Division. 2012. *Travis County snapshot from the American Community Survey 2012*. Austin: TCHHSVS. http://www.co.travis.tx.us/health_human_services/pdfs/ACS2012.pdf.

³ A "living wage" is the hourly rate an individual must earn to support her or his family (i.e., attain economic self sufficiency) if they are the sole provider and are working full time.

⁴ Glasmeier, A. 2014. *Poverty in America: Living wage calculation for Travis County, Texas*. Cambridge, MA: Massachusetts Institute of Technology. <http://livingwage.mit.edu/counties/48453>.

being the oldest and largest purveyor of public education to Austin-area children and youth and their parents, the District presently enrolls more than 900 local adults annually in programs leading to improved literacy, a GED and/or improved English skills. Adults who participate in these AISD programs have a strong record of leveraging their new knowledge and skills to actively participate in their children's academic achievements, acquiring jobs or improving their wages, gaining entry to additional academic or workforce training, and transitioning to institutions of higher education to earn certificates or degrees that qualify them for even better jobs and higher pay. Historically, about 10% of adults served in the Adult Education components are seniors and persons with disabilities. These adults benefit from AISD's AE and ELL classes, not only by improving their knowledge and communication skills, but also by forming new social relationships and creating or renewing community connections. PRIME TIME's adult components are proven routes to becoming self-sufficient at this life stage.⁵

3. Strategy to serve clients with a criminal history. Potential PRIME TIME participants are not screened into or out of any child, youth, parent or adult component based on criminal history.

4. How Client Eligibility Requirements will be documented. AISD now collects all required data on the participants served by PRIME TIME. It document that PRIME TIME participants served in all components meet the requirements outlined in Section 0620 of Solicitation EAD0116. During the referral and enrollment process for each component, AISD will verify all potential participants' residential and income status. Only residents of Austin with family incomes at or below 200% FPL will be enrolled in PRIME TIME programming supported by City funds. The District will request an exception to use the federal Free and/or Reduced Meal Application for determining financial eligibility for AISD students.

⁵ National Commission on Adult Literacy. 2008. *Reach higher, America: Overcoming crisis in the U.S. Workforce*. <http://www.nationalcommissiononadulthoodliteracy.org/ReachHigherAmerica/ReachHigher.pdf>

5. How AISD will ensure required NCLAS standards are in place. AISD has significant experience serving diverse, linguistically and culturally distinct populations. In 2013-14, its students communicate in some 100 languages and dialects, and it provides academic instruction in 7 languages other than English, including Spanish, Chinese, Japanese, Vietnamese and ASL.

In continuing PRIME TIME, AISD and its collaborators will promote the equitable participation of, and access to all programming and opportunities for diverse low-income individuals with disabilities and their families, and all other eligible residents. All activities, programs and services will be delivered in a manner accessible to all participants, including potential beneficiaries with a need for physical or other accommodations. Where necessary to promote participation and remove barriers to participation, involvement or maximum benefit, and all necessary accommodations and adaptations will be made, including implementation of the four required NCLAS Standards.

AISD and its project partners will not discriminate in any PRIME TIME activity, program, or service on the basis of age, color, religion, creed, language, disability, marital status, veteran status, socio-economic status, national origin, race, or gender. It will provide all reasonable and appropriate accommodations needed to meet the assessment, academic preparation, service delivery and evaluation needs of the diverse target populations. The steps AISD takes to ensure equitable access and culturally and linguistically appropriate service delivery include, but are not limited to: creating and publishing all announcements, materials and evaluation documents in languages other than English, based on languages understood by target populations; conducting outreach recruitment efforts in languages spoken or read by potential participants and/or their parents to encourage involvement by children, youth and adults otherwise not likely to participate, including printing or broadcasting all notices in multiple languages and formats and

using media with penetration into all culturally and linguistically diverse local populations; making all program materials available for individuals with physical, social or behavioral limitations in media with which they are familiar and with which they feel most comfortable (including Braille, sign language, and diverse other languages); ensuring physical access to all project sites and program offerings that fully meets all requirements of the ADA; recruiting, selecting and training project staff and volunteers from among diverse populations; providing project staff with training in delivering equitable and fair programs that are culturally sensitive and competent; and ensuring that all assessment and evaluation measures and methodologies are culture-fair and administered in ways that do not advantage or disadvantage any individual, family, partner, collaborator or stakeholder group over another. Linguistically and culturally recruitment activities will increase the likelihood that culturally and linguistically diverse low-income children, youth and adults (including seniors and persons with disabilities), all potential employers of culturally and linguistically diverse individuals, and all other diverse individuals and groups with significant resources to contribute to the academic and economic advancement of culturally and linguistically diverse individuals in Austin have an opportunity to participate in and/or contribute to PRIME TIME's success. AISD has engaged collaborators for PRIME TIME who have a demonstrated record of delivering culturally and linguistically competent service to diverse individuals and families and it will provide training that helps potential collaborators improve and maintain these competencies. It is committed to delivering services in ways that are culturally and linguistically appropriate for and inclusive of the diverse perspectives, diverse abilities and diverse personal, social and economic characteristics of the children, youth, adults and families expected to benefit throughout its funding, and in future programs and projects built on its record contributing to the successful transition of its participants to self-sufficiency.

C. Program Strategies to Accomplish the Goals

1. Program strategies. The PRIME TIME program comprises three evidence-based strategies: out-of-school-time programming for low-income children and youth; Adult Education GED preparation for low-income individuals 18 and older who dropped out of school before receiving a diploma, and ELL instruction for individuals 18 and older who are not English fluent; and Early Childhood Literacy to create parent and child time that further connects parents to their children's academic success while developing children's and parents' literacy skills.

OST. City of Austin funding will sustain the existing framework and administrative structure of the PRIME TIME OST component, including supporting Program Coordination and Program Personnel -- including Specialists and Site Managers -- on all participating AISD campuses. The OST program will extend and enhance the numerous formal partnerships and informal relationships it has developed with Travis County's leading child-serving non-profit agencies, which will sustain their access to the low-income students who enroll in OST programming on participating PRIME TIME campuses in low-income neighborhoods. City funds will support a small, but important proportion of the cost of these organizations' academic, athletic, health, social, recreational and other OST programming for these low-income children and youth.

AE/GED Preparation and ELL. City of Austin funding will sustain the provision of evidence-based adult classes provided by AISD. AE/GED and ELL classes will be offered 13 to 15 weeks each semester, during the day and evening, on targeted AISD's campuses. Instructors trained in the delivery of AE will provide high-quality instruction in subjects covered on the Texas GED tests, as well as computer literacy, financial literacy and health literacy, utilizing a curriculum aligned with Texas Workforce Commission's requirements. In addition, these classes will provide adult participants with training in the "soft skills" required in the workplace,

including time management, decision making, workplace ethics, teamwork, and self-confidence. Practical and contextualized activities, including completing applications and participating in job interviews, are part of the adult curriculum, as are opportunities to master current technologies found in today's places of work. The focus is on providing participants with the means to secure and hold a good job.

The proposed ELL program is also evidence based, comprising structured classes in which English is taught to non-English-speaking individuals. This PRIME TIME component offers classes in English to low-income adult residents of Austin. Through the District's collaboration with ACC, adults can transfer to transition classes as their fluency improves, using their new language skills as a springboard to higher education and vocational training.

2. The evidence base of AISD's proposed PRIME TIME program strategies.

a. OST Programming: Much evidence from the recent literature supports the efficacy, effectiveness and value of OST programs in promoting children's and youth's academic performance and self-sufficiency prospects.⁶ These studies strongly affirm that programming outside the school day is a positive pathway to improving children's and youths' chances to attain and sustain school success and improve their prospects of becoming economically self-reliant adults.

The OST component of PRIME TIME will provide Austin-area low-income, at-risk children

⁶ Alexander, K & Hirsch, B. 2012. Marketable job skills for high school youth: What we learned from an evaluation of After School Matters. *New Directions for Youth Development* 134, 55-63; Pierce, K. M., Bolt, D. M., & Vandell, D. L. 2010. Specific features of after-school program quality: Associations with children's functioning in middle childhood. *American Journal of Community Psychology*, 45(3&4), 381–393; Gottfredson, D. C., Cross, A. B., Wilson, D. M., Connell, N., & Rorie, M. 2009. A randomized trial of the effects of an enhanced after-school program for middle-school students. *Prevention Science*, 11(2), 142–154; Langberg, J. M., Smith, B. H., Bogle, K., Schmidt, J., Cole, W., & Pender, C. 2006. After-school programming to improve the behavioral and academic functioning of middle school students: A randomized efficacy trial. *Journal of Applied School Psychology*, 23, 31–58; and, Vandell, D. L., Shernoff, D. J., Pierce, K. M., Bolt, D. M., Dadisman, K., & Brown, B. B. 2005. Activities, engagement, and emotion in after-school programs (and elsewhere). In H. B. Weiss, P. M. D. Little, & S. M. Bouffard (Eds.), *New directions for youth development: No. 105. Participation in youth programs: Enrollment, attendance, and engagement* (pp. 121–129). San Francisco: Jossey-Bass.

and youth in with regular, supervised opportunities to participate in enjoyable and enriching experiences and activities they otherwise would have little or no access to, including supervised outdoor and indoor exercise; health promotion and disease prevention classes and other programming; service learning opportunities; art, music, dance, drama and creative writing programs; campus- and community-based gardening; computer programming and video game design; group and individual tutoring sessions; and summer camps and other year-round experiences designed to develop their personal competencies, academic capabilities, life changes, as well as enrich them, their families, and the local community.

Much research shows that well organized OST programs help children and youth discover and develop their talents and sense of personal efficacy⁷ and improve their social skills and relationships with peers and adults⁸ when they are delivered within a safe environment under trained adult supervision, such as provided by PRIME TIME. For example, a 2000 meta-analysis completed in 2000 reviewed 73 such programs, finding these programs did an excellent job of enhancing the personal and social development of youth. In this landmark study, students participating in OST programs exhibited enhanced self-confidence, self-esteem, school bonding, and behavioral adjustment and achieved higher grades and test scores⁹ than they had previously attained. Mounting evidence shows that involvement in OST activities helps disadvantaged children and youth negotiate important academic and personal developmental tasks¹⁰. Data

⁷ Larson, R. W. 2000. Toward a psychology of positive youth development. *American Psychologist*, 55, 170–183; Durlak, J & Weissberg R. 2007. *The Impact of After-School Programs That Promote Personal and Social Skills*. Chicago, IL: Collaborative for Academic, Social, and Emotional Learning.

⁸ Barber, BL., Stone, MR., Junt, JE., & Eccles, JS. 2005. Benefits of activity participation: The roles of identity affirmation and peer group norm sharing. In JL. Mahoney, RW. Larson, & JS Eccles (Eds.), *Extracurricular activities, after-school and community programs* (pp. 185–210). Mahwah, NJ: Erlbaum.

⁹ Apsler, RA. 2009. After-school programs for adolescents: A review of evaluation research. *Adolescence*, 44 (173), 1-19; Durlak, JA & Weissberg, RP. 2007. *The impact of after-school programs that promote personal and social skills*: Collaborative for Academic, Social, and Emotional Learning (CASEL).

¹⁰ Redd, Z *et al.* 2012. Expanding time for learning both inside and outside the classroom: A review of the evidence base. *Child Trends*; Gardner, M., Roth, J. L., & Brooks-Gunn, J. 2009. Can after-school programs help level the academic playing field for disadvantaged youth? *Equity Matters: Research Review No. 4*; Little, P. M. D., Wimer,

correlates participation in after school and summer activities with higher levels of self-esteem¹¹ and more positive future outlooks.¹² Because these activities are delivered by competent adults, participants also develop positive social skills and a sense of belonging.¹³ Research in education, psychology, human service and youth development affirms the knowledge, skills, interests, peer and adult relationships developed in OST programs provide low-income youth with foundations that build and affirm their identities as contributing members of the community engaged in positive pursuits that improve their schools, neighborhoods and the community as a whole.¹⁴

AE GED and ELL instruction. The evidence base linking AE and ELL to adult self-sufficiency provides an equally sound basis for inclusion of these components. Much research supports the assertion that both are authentic pathways to improving economic self-sufficiency. For example, national, state and local data shows that adults with a high school diploma do much better in terms of per capita and household earnings than those without. High school graduates, on average, earn twice as much as non-graduates, and the income gap between them grows wider over time.¹⁵

The actual earnings of high school dropouts have continued to decline: since 1979, earnings for males who left school before getting a diploma have fallen by 30%; the actual earnings for

C., & Weiss, H. 2008. After school programs in the 21st century: Their potential and what it takes to achieve it. *Issues and Opportunities in Out-of-School Time Evaluation*, 10, 1-12.

¹¹ Barber, BL, Eccles, JS & Stone, MR. 2001. Whatever happened to the jock, the brain, and the princess? Young adult pathways linked to adolescent activity involvement and social identity. *Journal of Adolescent Research* 16, 429–455.

¹² Jordan, WJ & Nettles, SM. 2000. How students invest their time out of school: Effects on school-related outcomes. *Social Psychology of Education* 3, 217–243.

¹³ Fredricks, JA *et al.* 2002. A qualitative exploration of adolescents' commitment to athletics and the arts. *Journal of Adolescent Research* 17, 68–97.

¹⁴ Hefner, RA. 2013. Out-of-School-Time Programs Research Summary. Larry King Center for Building Children's Futures. <http://cfcrights.org/wp-content/uploads/2013/11/Out-of-School-Time-Research-Summary.pdf>.

¹⁵ National Institute for Literacy. 2000. *National Literacy Summit 2000 Foundation Paper*. Washington, DC: Author.

females without a high school diploma have declined by 21%.¹⁶ ProLiteracy America concludes the “clear implication of this earnings trend for high school dropouts is that it pays to get high school equivalency certification.”¹⁷

ELL is also an evidence-based intervention that improves earnings and workforce success. Literacy in English is an increasing essential to economic self-sufficiency in the US. Adults literate only in a language other than English are more likely to have non-continuous employment and to earn less than adults literate in English.¹⁸ 2000 U.S. Census data on immigrant earnings confirmed a positive relation between earnings and English ability.¹⁹ The experience of Austin-area employers provides qualitative evidence of this need. Today many of the City’s largest employers – including many that pay a living wage to entry-level workers – sustain high-performance workplaces that integrate technology, work process, and organizational practices that can adapt to changing business conditions.²⁰ Adults in Austin who do not have a high school diploma or GED and those who cannot communicate in English have little chance of obtaining local employment that will pay them a living wage that ensures their personal and family’s self-sufficiency.²¹ A nationwide study confirmed that ELL and GED instruction pays dividends in terms of adult employability²², reporting that only non-native English speakers with low levels of formal education are truly disadvantaged in the US labor market by their lack of

¹⁶ Tyler, J., Murnane, R. & Willett, J. 2000. *Cognitive skills matter in the labor market, even for school Dropouts*. Cambridge, MA: National Center for the Study of Adult Learning and Literacy, Harvard Graduate School of Education.

¹⁷ ProLiteracy America. March 2003. *U.S. Adult Literacy Programs: Making a Difference*. Washington, D.C.

¹⁸ Greenberg, E. et al. 2001. *English literacy and language minorities in the United States* (Statistical Analysis Report No. NCES 2001464). Washington, DC: National Center for Educational Statistics.

¹⁹ Chiswick, B. R., & Miller, P. W. (2002). Immigrant earnings: Language skills, linguistic concentrations, and the business cycle. *Journal of Popular Economics*, 15, 31-57; Huerta-Mac’as, AG. 2003. Meeting the challenge of adult education: A bilingual approach to literacy and career development. *Journal of Adolescent and Adult Literacy*, 47(3), 218-226.

²⁰ Capital Area Workforce Development Board. 2010. *State of the Workforce, Austin-Round Rock MSA, 2010*. Austin, TX: Author.

²¹ Austin Chamber of Commerce. 2011. *State of the City: Immigration & Employment*. Austin: Author.

²² U.S. Department of Education. National Center for Education Statistics. 2001. *English Literacy and Language Minorities in the United States*, NCES 2001–464. Washington, DC:

English skills. Other non-native English speakers and immigrants are generally able to learn enough English to achieve employment and earnings comparable to native English speakers when they have access to and complete AE and ELL programs. The US Department of Education reported: “most members of this disadvantaged group are not being reached by existing English as a second language and basic skills classes.”

Logic Model: The PRIME TIME Logic Model is Figure 1 on the following page.

3. Alignment of Program Strategies with Goals in Scope of Work: Principal Objective & Goals: All PRIME TIME strategies are well-aligned with Austin’s principal objective of promoting self-sufficiency across the life continuum. Figure 2 on page 16 shows how PRIME TIME’s strategies align with the City’s goals for each stage in this Continuum.

4. Correspondence of PRIME TIME strategies to Imagine Austin. The OST, ELL and AE strategies of PRIME TIME closely correspond to the vision of Imagine Austin and provide affirmative means for low-income children, youth and adults to play roles in the achievement of all four of its core missions. PRIME TIME’s objectives have a particularly strong relationship to Imagine Austin’s focus on ensuring *Austin is Educated* and *Austin is Prosperous*. Through OST programming, activities, events and experiences, low-income Austin-area children and youth will be provided with safe and stable AISD campus-based interventions that help them thrive and learn and enable their future success; and they will have many opportunities to participate in learning experiences outside of the school day in which they engage with other cultures, communities and languages to promote their healthy development and the critical thinking skills they need as future citizens of Austin and the world. Their exposure to and engagement in activities, events and experiences that allow them to develop knowledge and skills, learn how to

work hard and appreciate hard work, practice environmental stewardship of natural resources, and become equipped to participate in the local, national and global economy.

Figure 1: Logic Model for AISD's PRIME TIME PROGRAM

NEEDS IN TARGET AUDIENCE	PROGRAM OBJECTIVES	PROGRAM INPUTS	PROJECTED OUPUTS	PROJECTED OUTCOMES
<p>High rates of low-income children and youth are not well prepared for postsecondary education/training or employment that pays a living wage after high school</p> <p>High rates of young children are unprepared for school success, parents are not prepared to help their young children</p> <p>High rates of academic failure, including dropping out prior to graduation, course failures, low grades, school suspensions that interrupt learning; and summer learning loss in children and youth</p> <p>High rates of unhealthy and/or delinquent behavior among children and youth</p> <p>High percentage of adults who did not complete high school and/or are unemployed, underemployed or do not earn a living wage to support themselves or their families</p> <p>High rates of adults who do not speak English well or at all</p> <p>Many seniors/persons with disabilities are socially isolated and/or do not have connections to the community or adequate literacy skills to sustain their independence</p>	<p>Increase the proportion of low-income children, youth and adults of all ability levels who attain levels of self-sufficiency commensurate with their potential</p> <p>Improve the school readiness and academic performance of low-income children and youth</p> <p>Prepare parents of young children to participate in their child's academic programming and become strong advocates for their school success, high school graduation, and transition to postsecondary training or meaningful employment</p> <p>Increase youths' rates of high school graduation and improve their preparation for postsecondary education and/or work that pays a living wage</p> <p>Decrease antisocial and unhealthy behavior, school suspensions and dropping out</p> <p>Increase the number/percent of adults who are literate, have a GED and/or achieve English fluency</p> <p>Decrease adult unemployment and underemployment</p> <p>Connect PRIME TIME participants to peers, neighbors and community resources; reduce isolation</p> <p>Enrich participants' lives through the acquisition of knowledge, skills, relationships and cultural/recreational/social opportunities</p>	<p>City of Austin funds</p> <p>AISD investment of expertise, space, communication and technology tools, personnel training and supervision</p> <p>AISD investment of personnel and technology resources to collect, analyze, manage and report accurate data</p> <p>AISD investment of personnel, technology and other resources to budget, manage and account for funds</p> <p>AISD investment of personnel, transportation supports and other resources to create, implement, manage and keep accurate records the collaboration of community collaborators and partners</p> <p>Investment of expertise, personnel and material resources by collaborating local agencies, organizations and other shareholders</p> <p>Voluntary participation by low-income children, youth and adults, including seniors and persons with disabilities</p>	<p>Annual goal of 4700 unduplicated clients served</p> <p>36 month goal of 12,500 unduplicated clients served</p> <p>Annual goal of 660 unduplicated adults and family served</p> <p>36 months goal of 1762 unduplicated adults and family served</p>	<p>Short-Term 90% of children and youth served progress to the next academic level</p> <p>70% of adults demonstrating a gain as measured by the BEST or TABE assessment</p> <p>Long-Term At least 50% of PRIME TIME OST participants attain levels of self-sufficiency commensurate with their developmental capabilities by age 25.</p> <p>At least 70% of adult participants complete at least 1 level of instruction.</p>

Figure 2: Alignment of PRIME TIME Program Components with City of Austin’s Goals

PRIME TIME COMPONENT	CITY OF AUSTIN GOALS
<p>School Year & Summer</p> <p>Out-of School-Time (OST)</p> <p>Programming</p> <p>For Low-Income</p> <p>Children and Youth</p>	<p>Youth</p> <p><i>Children, youth and young adults</i></p> <p>Activities that help youth: become physically healthy and physically safe; respect diversity and demonstrate empathy and pro-social behaviors; engage in community, school and extracurricular activities; are aware of, demonstrate and appreciate behaviors of personal and social responsibility; have good mental health and are emotionally resilient; are academically successful; have awareness of and positive attitudes about adult careers; graduate from high school career-ready and prepared for a life of learning; successfully complete postsecondary education or training; and, become productive and well-equipped to reach financial self-sufficiency</p>
<p>Early Childhood Education (ECE)</p> <p>For Young Children &</p> <p>Their Parents</p>	<p>Early Childhood</p> <p><i>Ready Services</i></p> <p>Affordable, accessible early education services are available for children 3-5 years old</p> <p><i>Ready Children</i></p> <p>Experiences that result in children 3-5 years old being happy, healthy and prepared for school success</p>
<p>Adult Education (AE GED) &</p> <p>English as Language Learner (ELL)</p> <p>Programming</p> <p>for Low-Income Adults</p>	<p>Early Childhood</p> <p><i>Ready Families:</i></p> <p>Families are financially stable</p> <hr/> <p>Adults and Families:</p> <p><i>Workforce Development:</i></p> <p>Basic education and language acquisition services – adult education, ELL, General Education Development, Adult Basic Education, computer literacy, financial literacy and health literacy</p> <hr/> <p>Seniors & Persons With Disabilities:</p> <p><i>Seniors</i></p> <p>Services that improve cognitive health of older adults Meaningful opportunities for recreational and social engagement to prevent isolation, loneliness & depression</p> <p><i>Persons with Disabilities</i></p> <p>Meaningful day activities for adults with disabilities to avoid isolation, depression and victimization</p>

5. Barriers and challenges target populations may encounter and how these will be mitigated.

In OST and ECE. Low-income children, youth and their parents experience many barriers accessing academic, enrichment and other programs outside of the school day and in the summer. These include lack of transportation, cost of programs, and access to resources to meet

their basic needs and other supports to sustain their participation. Youth and children also often lack parental understanding of for their OST interests, difficulty meeting the expectations of academic classes or responsibilities for the care of other family members during OST periods, and peer pressure to participate in other activities afterschool and in the summer. PRIME TIME addresses these barriers and challenges by providing: a) programming on neighborhood campuses with which participants are familiar; b) free programming; c) healthy snacks; d) proactive outreach to parents to inform them of value and address parental concerns; e) linguistically and culturally competent communications to about program activities, including those family members can participate in; f) campus-based academic supports, including homework help, tutoring, access to computers, school libraries and other tools to help children and youth complete academic assignments during OST; g) staff training to ensure OST activities are not a continuation of the school day.

In AE and ELL Programming. Adult learners' challenging experiences with economic survival and decision-making provide them strong foundations and motivations for learning. At the same time, adults must often balance family responsibilities with their educational pursuits, resulting in intermittent attendance, interrupted attention to content, and a pattern of dropping out and re-entering ABE/ELL programs.²³ These factors are the barriers and challenges AISD faces in delivering services to them. In addition, GED students and ELL have distinct characteristics that can impede their progress. For example, they may be new to Austin and unfamiliar with its cultures, customs and schedules. They may feel excluded from local resources and institutions or insecure about their economic, mental health, housing, family circumstances, childcare, transportation or employment. Their divergent backgrounds and prior experiences often

²³ Young, M.B., Morgan, M.A., Fitzgerald, N.B. & Fleischman, H.L. 1994. *National evaluation of adult education programs: Learner Outcomes and program results*. Arlington, VA: Development Associates.

influence their expectations about the roles of teachers and students.²⁴ Moreover, the educational backgrounds of adult learners vary widely within a single classroom, as does their proficiency in speaking, understanding, reading, and writing English.²⁵ In more than two decades of providing effective instruction to low-income adults, AISD has developed numerous methods to overcome these barriers, including an evidence-based design diversified, context-specific instructional practices; effective teacher preparation; and culturally and linguistically relevant student assessment techniques. It proposes to overcome known barriers to effective AE GED and ELL instruction by providing a structured, flexible instructional format aligned with the needs of low-income adult high school dropouts, including those who have recently learned to communicate in English and those who do not use English at all. These components incorporate learning experiences that engage adults with diverse learning styles and interests. GED/ELL classes are scheduled during the day and in the evening so adults can participate at a time convenient for themselves and their families. The programming also addresses the logistical barriers that often de-rail adult education by delivering services in familiar neighborhood schools and making child care available during class periods. Assessment of progress uses standardized measures as well as individual portfolios to measure knowledge and skills, workforce readiness, financial, health and economic literacy, connections to the community and personal growth and change. Participants' roles as learners are respected by involving them in planning and evaluating their progress. Staff development is another strategic tool: Staff are trained to assess adult learners' needs and make prompt and accurate referrals to services and resources participants need to become and remain successful in their Adult Education classes.

²⁴ McGroarty, M. 2003. *Cross-cultural issues in adult ABE literacy classrooms*. ERIC Digest. Washington, DC: National Clearinghouse for ABE Literacy Education.

²⁵ Rice, J. & Stavirianos, M. 1995. *Adult ABE programs. An overview of policies, participants and practices*. Research Triangle Park NC: Mathematica Policy Research.

6. How strategies successfully reach individuals across the Life Continuum & how

collaborations maximize service delivery. PRIME TIME reaches individuals from early childhood (age 3) through later adulthood, providing academic, social, recreational, cultural and enrichment supports to support their transitions out of poverty and their attainment and maintenance of self-sufficiency at levels that are developmentally appropriate for their ages and underlying potentials. AISD has a long record of securing and integrating the contributions of multiple entities to deliver effective and efficient services to low-income Austin children, youth and adults of all ages and ability levels. It has the personnel, physical and organizational infrastructures operating well to maintain and enhance the collaborations necessary for PRIME TIME to be successful. The OST component, for example, has two decades of recruiting, organizing and integrating the services of local nonprofits to create afterschool and summer programming tailored to children's and youth's needs. The AE/ELL components are also proficient in serving adult learners: They have done so for more than 20 years.


7. Barriers and challenges & how the District will overcome them. AISD anticipates few barriers or challenges in implementing PRIME TIME because all components are already well-established and well-regarded by teachers, parents, the District's elementary and secondary students, adult learners and collaborating nonprofit agencies and organizations, businesses and individual volunteers. As it has for 20 years, AISD will continue to deliver high quality, evidence-based OST, ECE, AE and ELL services incorporating best practices as a means of ensuring ongoing program success. The District is skilled in implementing strategies that address potential barriers to service delivery, including using evidence-based designs for all of its programming, diversified and context-specific student support practices, effective staff training and supervision, and comprehensive child and youth, parent and adult need assessment

techniques. The District proposes to overcome the known barriers to effective PRIME TIME engagement, instruction and assessment by implementing a structured, yet flexible approach cognizant of and geared to meeting the needs of low-income participants. This approach incorporates a range of learning experiences to involve individuals with diverse and divergent learning styles and interests, physical and mental ability levels, and personal, academic recreational and social needs in experiences that provide them with knowledge and skills that prepare them for the workforce and civic participation throughout their lives.

The OST program operates M-F to provide the maximum child care and employment support for parents concerned about their children's safety when they are at work or engaged in workforce training or other educational pursuits. The ECE, ELL and AE components will be available at times and in low-income neighborhoods convenient for their target populations. Ongoing, in-depth staff development is used as strategy to address barriers to serving these target populations, including developing methods to improve their persistence, regular participation in and successful completion of the component that best meets their needs.

8. Subcontractor partnerships funded and informal relationships with service providers not funded; how these are necessary and/or appropriate. AISD's formal partners for the proposal will support a range of services, guided by PRIME TIME'S overarching vision: "*Youth making a positive difference through learning, working, thriving, connecting, and leading*", and AISD's priorities: Expansion of Academics (intellectual, physical health, wellness & safety), Social & Emotional Initiatives (programs to enhance the education of the whole child); Expand and Enhance Advanced Academic Programs (preparing all students for college, career, and life)

9. Project activities: PRIME TIME OST programming will be delivered on AISD early childhood and elementary campuses in low-income neighborhoods weekly during the academic

year. A District-Wide summer OST program will be delivered for three weeks on various school campuses, number of sites depending on availability. AISD will provide for all components: a) Recruiting, training and supervising all personnel; b) recruiting, confirming eligibility of and enrolling participants, as well as assessing participants' needs and interests; c) recruiting, coordinating, and scheduling collaborators to deliver services aligned with participant's needs and interests; d) developing service plans for participants, including making referrals for services from other City and community-based providers; e) monitoring sites for readiness, safety and security; f) facilitating delivery of services by collaborators and partner  assessing and reporting participants' progress; h) recognizing/rewarding participants' progress; i) recognizing collaborators' contributions; and, j) maintaining communication with stakeholders.

D. Performance Measures – Impact on Goals

1. How AISD will calculate the required and proposed outputs/outcomes. PRIME TIME will collect and maintain accurate and valid data on student success. Project Specialists will collect all data, including data from subcontracted community-based organizations. Outcomes will be incorporated into formal performance measures. AISD's Department of Research and Evaluation will support data analysis and timely, required reporting on program outcomes and outputs.

E. Service Coordination

1. How AISD coordinates PRIME TIME. AISD coordinates PRIME TIME service delivery with its existing programs to achieve the District's overall, state-mandated educational mission, limit duplication of services, close service gaps and ensure a greater percentage of Austin's children, youth and adults have easy access to academic assistance, enrichment, family and parental support, and college and workforce readiness activities with demonstrated effectiveness in increasing interest in school, preventing problem behaviors, increasing achievement,

promoting workforce readiness and performances and improving chances of success in life.

2. *How AISD coordinates with other agencies.* The District coordinates its work with hundreds of agencies and organizations in the City, County and State. It is an active, contributing member of every local, regional and statewide coalition and partnership concerned with promoting children, youth and adult education and workforce readiness.

3. *Applicable PRIME TIME MOUs are attached:* Not applicable.

4. *How clients will be connected to mainstream resources/public benefits and other City-funded services to maximize self-sufficiency.* All OST and ECE staff are trained in the use of the Ready by 21 Coalition's Youth Service Mapping (YSM) website, which helps them locate nearby services and make appropriate referrals. Staff serving clients in ELL and GED classes is familiar with resources for adults, including 2-1-1 resources and resources available through other local adult education, ELL, literacy and workforce development providers.

5. *Additional services provided.* AISD is Austin's largest ISD the state-funded provider of educational services leading to a high school diploma for more than 80,000 three- through 18-year-olds annually throughout the City of Austin. The District provides in-school, OST and summer classes, parent engagement and enrichment services and maintains one of the largest workforces in the City. These services will be available in perpetuity.

F. Community Planning Activities

1. *AISD's involvement in community planning for OST, ECE, AE GED & ELL programming.*

In collaboration with community-based organizations at low-income schools, a needs-assessment team gathers input and feedback regarding community need and neighborhood services from youth, parents, social service providers, AISD personnel, and community members.

2. *AISD's involvement in other community planning activities.* The District participates in and

supports Success by 6, Ready by 21, the Central Texas Afterschool Network, the local CAN partnership, the Austin/Travis County Chamber of Commerce and many other local community education, youth services and workforce planning organizations and collaborations.

G. Overall Evaluation Factors Regarding AISD

1. AISD's experience in last 5 years managing local, state and/or federal contracts. AISD has extensive experience in managing local, state and/or federal contracts. Its fully-staffed Office of Accountability coordinates data management for local, state and federal grants, assessments, evaluation, accountability and data reporting. Monitoring reports are attached.

2. Experience in the last 5 years working with the target population. AISD has educated and served low-income children and youth and their parents for more than 130 years. It has provided services to parents and City of Austin resident for more than 20 years.

3. Experience in the last 5 years providing identical services to those proposed. An important part of the planning process for this proposal was examining how future services could be coordinated to maximize community partnerships, build on existing resources, and eliminate unnecessary duplication of services. For the past 20 years Austin ISD has provided these identical services to the students, parents and residents of Austin through collaborative efforts.

H. Data Management & Program Evaluation

1. Past success & challenges with data management and reporting, including using electronic data system. AISD collects, maintains, analyzes and reports all student-level data required by federal and state law; as well as data required for state and federal contracts. This includes student and personnel demographic data, student academic performance data, and campus/district-level performance data. It presently collects PRIME TIME data for its City contracts.

2. How AISD uses data for identifying problems, determining corrective actions and how

AISD will ensure corrective actions are effective. An AISD Department of Program Evaluation evaluator will conduct evaluation activities to assist the Administrative Supervisor and Project Specialists, along with the Site Coordinators, with program monitoring and improvement. The primary purpose of evaluation is to provide quantitative and qualitative information about participants and assess the relationships between program participation and the proposed outcomes (i.e., attendance, academic achievement, and behavior, workforce participation).

3. Process to collect timely data from collaborations/cooperatives. AISD requires a Data Sharing Agreement with its collaborators that incorporates specific time/quality requirements.

I. Staffing Plan

1. Staffing plan, with justification. The Program Administrator and leadership team create a staffing plan annually aligned with needs in each component and school. Project Specialists have a combined total of more than 20 years of experience supervising programs and will oversee all aspects of each component's planning, implementation, evaluation, and grant compliance. School campuses are supervised by Site Coordinators. Certified teachers are employed as mentors for component staff and instructors. Quality of curriculum and instruction and operations are ensured by professional development offerings; task list completion; observations, feedback, and improvement plan execution.

2. Section 0645. Program Staff Positions and Time form is attached.

3. Resumes and position descriptions for key staff are attached

PART II – COST EFFECTIVENESS

A. Budget

1. Summary description of the budget description is attached.

2. Fundraising and administrative costs from Form 990. AISD does not file a 990.

B. Cost per client

1. Average cost per City client served, including description of calculation method. Cost per client = \$307. Calculation is total budget request/number of unduplicated clients enrolled.

2. Average cost per client from all funding sources -- NOT APPLICABLE

3. Average cost per client achieving each of the performance measures proposed, including description of calculation method. Performance Measure 1 = \$331 per student; Performance Measure 2 = \$903 per Adults and Families. Calculation method = amount requested for Early Childhood and Youth/outcome #1 and amount requested for adults and families/outcome #2.

4. Justification of cost as appropriate for proposed strategies. PRIME TIME and its collaborators provide programs with fidelity that result in positive child, youth and adult outcomes, improving the academic, social, and emotional outcomes of participants at a very low cost per person/family compared to such programming available through private sources.

5. Return on investment/social impact the PRIME TIME strategies will make. Much of the impact of OST and ECE programs comes from their proven role in improving school performance high school graduation rate and reducing children's and youth's exposure to and involvement in gangs, substance abuse, sexual activity and other antisocial, delinquent or criminal activities. ROI for adult programs comes from increases in employment and income for participants who gain literacy, knowledge and skills and the ability to speak English for work.

Part III – LOCAL BUSINESS PRESENCE

AISD has been headquartered within Austin for 135 years. It is the largest ISD in the City. No fewer than 90% of its PRIME TIME partners and collaborators are similarly situated within the City of Austin, and have been located within the City of Austin for five years or more.

Part IV – Bonus Evaluation Points

A. Collaboration/Connection to Additional Self-Sufficiency Goals & Life Continuum

Categories (10 points)

1. *How the PRIME TIME collaborative will work together to maximize service delivery to the target population AND meet other Self-Sufficiency Goals.* PRIME TIME will work with a broad range of collaborators and partners to deliver rigorous and robust OST programming, AE and ELL to the proposed target population and meet not only **Goal b**, as described in the proposal, but also **Goal c: Problem prevention and Goal e: Enrichment**.

Children and youth. As the evidence base cited in this proposal demonstrates, the delivery of structured, quality OST programming is a well-documented, cost effective means of deterring academic and social problems in low-income, at-risk school-aged children and youth and enhancing the economic viability of adults, including seniors and people with disabilities.

Not only does such programming boost these populations' likelihoods of achieving academic success and provide them with academically, socially and personally enriching experiences, it is also an effective means to prevent serious and potentially disastrous consequences that lead to dropping out of school before graduation, including but not limited to truancy, tardiness, unnecessary family mobility, youth homelessness, and child food insufficiency, as well as damaging unhealthy and anti-social behaviors, such as tobacco and other substance use, early sexual involvement and teen pregnancy, gang participation, bullying and other violence, and involvement in juvenile crime for children and youth and unemployment, underemployment and social isolation for adults of all ages and abilities.

The District's out-of-school-time partnerships and collaborations change annually on each participating campus, based on the academic and other needs of the children and youth eligible

for participation. These partnerships and collaborations are integral to this component, and appropriate to the after school strategy, because they allow the resources of the City of Austin and Austin Independent School District to be significantly leveraged to foster community collaboration and volunteerism that benefits school-aged children and youth who need OST programming to promote their academic achievement and personal safety and support their parents' training and employment.

Adult components. The AE and ELL component of PRIME TIME not only promote transitions out of poverty for their adult participants, but helps to prevent individual and family food insufficiency, unnecessary housing mobility, homelessness and unnecessary dependence on others. Moreover, these components provide participating adults of all ages and ability levels, including seniors and persons with disabilities, with access to proven avenues for social and emotional growth through academic success, deeper community involvement and broader social networks that stem from learning opportunities and new relationships with peers and program staff that enrich their lives and enhance their self-esteem and community connections. Many problems of adulthood are prevented or substantially reduced, and considerable cultural and social enrichment occurs in the lives of adult participants, including seniors and persons with disabilities.

Collaboration: Three key City of Austin Self Sufficiency Goals – b, c, and e – are achievable through the collaboration of AISD and the numerous community organizations that will deliver a broad range of interesting, enjoyable, entertaining and educational services to low-income Austin-area youth and children on AISD campuses after-school, during the summer and during other OST periods. The academic, arts, cultural, recreational, healthy living and social services delivered in a scheduled, coordinated fashion to PRIME TIME participants outside of the usual

school day and/or academic year in the safe and healthy school environments that most of them are already familiar with and comfortable in promotes and sustains their academic progress through the completion of high school; engages them in productive activities that reduce their likelihood of involvement in harmful, illegal or unhealthy behaviors; and enriches their understanding of themselves, their cultures, their families, neighborhoods and the community as a whole through art, music, dance, athletic competition, social events, family activities and other planned, evidence-based OST activities.

There is no program that touches the lives of as many low-income children and youth and their families in Austin as PRIME TIME, few or none that maintain as many active partners and collaborators, or currently as well aligned with or more proficient at achieving Goals b, c and e in Austin/Travis County. The fact that AISD developed PRIME TIME in partnership with the City of Austin and the District's many collaborators more than a decade ago and has ably implemented and managed it each year since speaks volumes about its unsurpassed ability to continue to do so for the next three to six years.

B. Leveraging (5 points)

The City of Austin's investment in PRIME TIME leverages extensive resources for this program from AISD and its program collaborators and partners. Leveraged resources from the District include office space and utilities for program staff and their supervisors; communication and technology supports for staff, collaborators and partners; professional training and supervision of PRIME TIME staff, collaborators and partners; and extensive programming space for all PRIME TIME components on the campuses of the District's participating schools. Funding for these essential elements are provided to PRIME TIME by AISD *contingent on* the receipt of the funding detailed in the PRIME TIME budget from the City of Austin.

Absent the City's support, the PRIME TIME program would cease to exist and these leveraged resources of the District would not be directed toward the support of PRIME TIME or similar OST programs for low-income students on its campuses or the AE and ELL components for adults (including seniors and people with disabilities) as described in this proposal. Funding from the City of Austin is instrumental and integral to leveraging AISD funds for PRIME TIME's continued operation to benefit its low-income Travis County target populations.

C. Healthy Service Environment (10)

1. Tobacco-free campuses- The use of tobacco products of any kind is prohibited on any campus, building or facility of AISD, as well as at any occasion or event sponsored or supported by AISD in any other location.

3. Employee Wellness Initiative – The District implements a range of employee wellness programs, events and initiatives under its E-Wellness: Enroll, Engage, Empower program. The E-Wellness mission is to educate and provide resources and supports to AISD personnel, enabling them to live healthier lifestyles. Components of this broad initiative include Mental Health & Well-Being, Diet & Nutrition, Exercise & Being Active, and Coping with Illness and Disease.

E-Wellness is aligned with the AISD Employee Assistance Program and includes campus-based wellness programs, regular wellness communications, connections to wellness vendors, Wellness Committee participation opportunities, a Wellness Calendar of Events, discounts and offers on wellness products and services, and other wellness resources and tools.

4. Violence Prevention Policy – Section 39.053 of the Texas Education Code requires AISD to have a comprehensive violence prevention policy. The District complies fully with Section

39.053 requirements, including having policies to prevent campus- and district-wide incidents of violence perpetrated by children, youth or adults. These policies include the establishment and enforcement of policies on student discipline, student conduct, administrative discipline procedures, maintenance of a discipline database (reported to TEA annually and publically available via PEIMS), AISD Campus and District Safety Plans, Guidelines of campus IMPACT teams; AISD Board Policy and Procedures for Harassment, Sexual Harassment and Bullying, and Student Regulations. The District also regularly and routinely provides campus-based training in violence prevention for staff, has in place tactical emergency operating plans to respond to incidents and threats of violence, and school evacuation and lockdown policies to address such threats and incidents.

The District also implements and provides staff training in several violence prevention curricula for staff and students, including *Bully Proofing Your Schools*, *Quit It* and an extensive effort to increase inclusiveness with *No Place for Hate*.

ADDITIONAL INFORMATION

Authorized Negotiator

Name: Dr. Gloria L Williams

Address: 3908 Avenue B, Austin, TX 78751

Telephone number: 512-414-0112

AUSTIN INDEPENDENT SCHOOL DISTRICT
JOB DESCRIPTION
JOB TITLE: SCHOOL, FAMILY AND COMMUNITY EDUCATION PROGRAM
COORDINATOR

Pay Grade: A3
Job Code: 1750

FLSA Status: Exempt
Revised: 08/21/07

MINIMUM QUALIFICATIONS:

This position requires a four-year college degree in education, or a related field, with a minimum of three (3) years of related experience.

SKILL REQUIREMENTS:

This position requires knowledge of after-school, ABE/ESL, PEP, Virtual School and Tutorial programs, budgets, program evaluation and community resources.

JOB PURPOSE AND RESPONSIBILITY:

Incumbent is primarily responsible for overseeing all aspects of major academic curricula or program area for the District. Incumbent is responsible for the supervision of the staff and teachers, within specified area. Incumbent coordinates departmental programs through leadership in planning, directing, supervising, and evaluating.

ESSENTIAL FUNCTIONS:

- Develop and participate in partnerships with community organizations and other service providers.
- Assess school and community needs and develop classes and activities to meet those needs.
- Provide fiscal accountability for program grants and department budget.
- Review recommendations for department vacancies; monitor program data/assurances as required for grant reporting.
- Review and approve staff authorizations for Community Education Temporary/Hourly employees.
- Review and approve program expenditures.
- Perform administrative duties including oversight of and preparation of necessary reports, processing of payroll, preparation of financial information, accounting for tuition receipts, tracking attendance, inputting data into computer system for record keeping purposes, ordering supplies, etc.
- Serve as assistant to Director of department.

AUSTIN INDEPENDENT SCHOOL DISTRICT
JOB DESCRIPTION
JOB TITLE: SCHOOL, FAMILY AND COMMUNITY EDUCATION PROGRAM
COORDINATOR

Pay Grade: A3
Job Code: 1750

FLSA Status: Exempt
Revised: 08/21/07

- Supervise Accounting Technicians and Management Assistant.
- Interact with instructors, program leaders, principals, and District administrators to coordinate programs and communicate information regarding programs, problems, concerns, events, etc.
- Oversee and participate in planning, implementing, and evaluating department programs.
- Establish basic responsibilities among program staff for organized workflow and problem solving, adjusting as necessary. Convene work groups for special projects and events as needed.
- Participate in development of annual budget for presentation and justification to assistant superintendent, superintendent, and Board.
- Provide instruction in form of policy and regulations interpretation, technical assistance, etc. to staff through discussion and written memoranda.
- Establish standards of quality and guidelines for program development in an effort to standardize. Establish overall operating standards not established through District, State, or Federal policies and regulations.
- Oversee and participate in program development, including fund development, grant writing and developing collaborative partnerships.
- Provide feedback on program quality and monitor for accomplishment of goals and objectives.
- Continually review development of and improvement to programs performed by staff. Monitor expenditures to ensure that they are in conformity with annual budget.
- Determine training needs and establish or arrange for professional development programs, including seminars, workshops, conferences, etc. Provide personal guidance on curricula and programs development through group and individual meetings. Consult with other coordinators on professional development matters.
- Provide counseling to staff on professional development matters. Oversee and assist in the development of methods for resolving problems.
- Continually review work and evaluate curriculum, program staff, and teachers. Provide formal and informal feedback regarding strengths and weaknesses.

**AUSTIN INDEPENDENT SCHOOL DISTRICT
JOB DESCRIPTION
JOB TITLE: SCHOOL, FAMILY AND COMMUNITY EDUCATION PROGRAM
COORDINATOR**

Pay Grade: A3
Job Code: 1750

FLSA Status: Exempt
Revised: 08/21/07

- Assist in interview process and make decisions regarding selection of other coordinators, teachers, and staff.

OTHER DUTIES AS ASSIGNED:

Perform other related duties as assigned; however, all employees are expected to comply with lawful directives in rare situations driven by need where a team effort is required.

PHYSICAL EFFORT AND WORK ENVIRONMENT:

Typically work is performed in a general office environment, but extensive travel may be required. This position may involve rare exposure to blood or body fluids. Regular attendance is required for this position.

PERSONAL WORK RELATIONSHIPS:

This position reports directly to the Director of the department of School, Family and Community Education. Incumbent works relatively autonomously, but direction is provided at Program Leader meetings and on an individual basis as needed. Reports, problems and projects are referred to the department Director for review. Incumbent will have contacts with other AISD employees, and children and/or adults in the public.

AUSTIN INDEPENDENT SCHOOL DISTRICT

Job Description

PROJECT SPECIALIST II

Pay Grade: P06

FLSA Status: Exempt

Job Code: 2025

Revised: 07/03/2002

MINIMUM QUALIFICATIONS:

Education: Bachelor's Degree in education, social sciences, human resources, public administration or related field from an accredited college or university. A Masters Degree is preferred.

Experience: Three (3) years of related experience.

SKILL REQUIREMENTS:

This position requires knowledge of current education and instructional theories, methodologies, techniques, and principles. Incumbent must have the ability to coordinate projects and programs for a substantial number of schools, students, and families. Incumbent must be able to communicate effectively, work with others as a team, organize and maintain records, evaluate performance and provide constructive feedback, and manage time and resources effectively and efficiently. Work requires creativity and adaptive thinking to match program objectives.

Employees in this position must be able to read, write, and speak/communicate in English in order to receive and to provide work-related information in a timely manner to other employees, supervisors, principals, school personnel, volunteers and where appropriate, visitors and students.

JOB PURPOSE AND RESPONSIBILITY:

Incumbent is responsible for providing leadership in the design and coordination of activities/projects and collaboration efforts, implementation and evaluation of programs which are directly linked to the educational initiatives of individual schools and the district. In the area of Community Education, incumbent may support the implementation of quality after school programming throughout the district.

ESSENTIAL FUNCTIONS:

- Works with school staffs and administrators to identify and address specific program/project needs.

AUSTIN INDEPENDENT SCHOOL DISTRICT

Job Description

- Provides leadership in a team of staff members to develop a comprehensive component of programs, which address the needs of students and families in the district.
- Develops a broad based approach to sustain the funding of assigned program/projects in the district, including collaboratively researching and writing grant applications.
- For Community Education Project Specialists: Monitors compliance with all after school grant requirements.
- Monitors evaluation design and coordinates the evaluation components of grants.
- Designs and implements professional development to a diverse program staff.

OTHER DUTIES AS ASSIGNED:

Perform other related duties as assigned; however, all employees are expected to comply with lawful directives in rare situations driven by need where a team effort is required.

PHYSICAL EFFORT AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations will be made if necessary.

This position involves working in a normal office setting with no unusual physical demands or exposure to hazardous situations. This position may involve rare exposure to blood or body fluids. Regular attendance is required for this position.

PERSONAL WORK RELATIONSHIPS:

Incumbent receives regular administrative supervision. It is expected that some incumbents will be more involved than others in planning and coordinating program activities. Supervisor may provide detailed instruction regarding changes in policies, procedures, or laws, or in reference to unusual circumstances or problems. Incumbent has significant contact with principals, teachers, parents and other school staff to offer guidance, exchange information, and develop programs. Incumbent may also maintain contacts within the community to develop programs and utilize additional instructional methodologies.

Austin Independent School District
Job Description
Job Title: Site Coordinator

Pay Grade: CP1
Job Code:

FLSA Status: Exempt
Revised:

MINIMUM QUALIFICATIONS

- Bachelors degree or youth worker/youth program quality certification
- One (1) year of supervision experience preferred.
- Experience in design and implementation of out-of-school-time programs or programs for school-age youth
- Experience working with diverse populations

SKILLS REQUIREMENTS

- Excellent interpersonal, communication, time management, and organizational skills
- Advanced skills in computer applications (Microsoft Word, Excel, Publisher, Power Point, databases, high level of data entry)
- Ability to travel district-wide by personal vehicle
- Ability to work frequent evening and weekend hours
- Bilingual (Spanish and English) preferred
- Knowledge of curriculum-based lesson planning
- Knowledge of Best Practices for instruction (lesson delivery)
- Knowledge of best practices for intervention with at-risk youth
- Knowledge of the program development process, including implementation, management and evaluation
- Skill in designing culturally competent activities for youth and parents/family members

JOB PURPOSE AND RESPONSIBILITY:

The position is responsible for the planning, organizing, scheduling, and general supervision of the Prime Time Program and parent/family program for Austin ISD at the school site. Additionally, this position is responsible for establishing and maintaining campus connections and relationships to develop out of school time (before school, after school, and summer) programs aligned to school instructional needs. This position is also responsible for the safety and security of students, staff, and school property during the OST program, including monitoring the program schedule to ensure appropriate staff/student ratios.

ESSENTIAL FUNCTIONS

- Conducts bi-annual campus needs assessments and develops Campus Service Delivery Plan
- Targets, recruits, and retains students and their families based on need for participation in the Prime Time Program
- Facilitates strategies for student assessments and interventions based on need
- Ensures high-quality program services by implementing the Youth Program Quality Assessment and Training model
- Identifies, trains, supervises program staff (including certified teachers, classified staff, temp hourly employees), and volunteers on selected curriculum, best practices, data analysis and utilization in order to provide youth with relevant, hands-on, project-based, and individualized instruction
- Creates and delivers training and professional development to ensure that program is of the highest quality and aligned with regular school day

- Plans, creates, implements, and evaluates academic support, enrichment, parent education/family engagement, and college and career activities that are aligned with school day curriculum
- Monitors vendor staff for quality and contract compliance
- Is available during the school day to provide advocacy to students enrolled in The Prime Time Program
- Participates in school leadership committees such as Campus Advisory Council, PTA, and teacher team meetings in order to create a link between the Prime Time Program and regular school day
- Maintains communication and positive working relationships with school administration, teachers, staff, families, vendors, and community
- Works with community to bring outside resources, speakers, presentations, and other opportunities to the program
- Prepares necessary reports, manages budget, tracks attendance, inputs data into computer system for record keeping purposes and evaluation, and purchases necessary supplies and materials.
- Maintain necessary records for the program in compliance with District, State and Federal policies, laws, and regulations.
- Meets or exceeds all grant performance measures including student and parent/family member attendance, fiscal management, number of days and hours, and other as stated in the grant application.

OTHER DUTIES AS ASSIGNED

Perform other related duties as assigned; however, all employees are expected to comply with lawful directives in rare situations driven by need, where a team effort is required.

PHYSICAL EFFORT AND WORK ENVIRONMENT:

Work is performed in a standard office environment. This position may involve rare exposure to blood or body fluids. Regular attendance is required for this position.

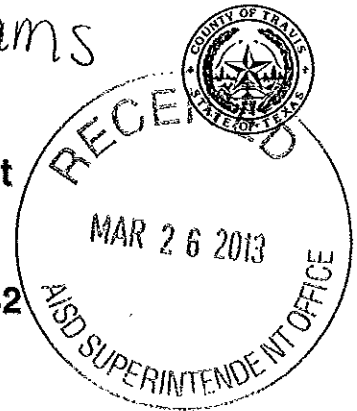
PERSONAL WORK RELATIONSHIPS:

Incumbent receives general instructional and guidance from supervisor on goals, objectives, and priorities. Incumbent generally has latitude in making day-to-day operations decisions for the campus program. Work is reviewed by supervisor on a regular basis and evaluation is based upon accomplishment of objectives and goals. The incumbent will have contact with supervisor, teachers, principals, and other district administrators, school staff, participants, outside organizations, and general public. Purpose of contact is to provide and obtain information, counsel, plan, implement, and evaluate programs, and coordinate activities.



Ch. Williams

**Austin/Travis County
Health and Human Services Department
P.O. Box 1088
Austin, Texas 78767
Phone: 512-972-5010 Fax: 512-972-5082**



March 21, 2012

Dr. Meria Carstarphen, Superintendent
Austin Independent School District
1111 W. 6th Street
Austin, TX 78703

Subject: City of Austin, Contract Compliance Unit - Contract Monitoring Results, Prime Time After School Enrichment Program

Dear Dr. Carstarphen:

On behalf of the Austin/Travis County Health and Human Services Department (HHSD) Contract Compliance Unit (CCU), I would like to thank you for your time, preparation and assistance throughout the on-site monitoring.

Natalie Cuccia and Larry Hopkins of HHSD CCU conducted an on-site monitoring of Austin Independent School District (AISD), on Tuesday, January 15th through Wednesday, January 16th. Their review included examination of the administration, financial and programmatic aspects of the Prime Time After School Enrichment Program. The monitoring activity was associated with HHSD Contract #: NG120000030. The Contract Period examined was October 1, 2012 through September 30, 2013.

HHSD recognizes the valuable service AISD provides to students and families through its after school enrichment activities. AISD is to be commended for providing disadvantaged children with opportunities to explore new activities and potential interests. CCU monitors noted exceptional operation of the program. Of special note is the procurement process required for vendors, the application process required by schools, and the process for selecting schools to participate in the program. Operating a program in this manner increases accountability, ensures fairness in selection of vendors, and allows schools to tailor programs to the specific needs of their student population. HHSD is also pleased that academic support is available to students as part of the after school enrichment program.

One (1) concern was documented in CCU's on-site monitoring.

- Concerns are issues identified that *could* lead to violations in federal, state, or local law, breach the terms of the contract or jeopardize the quality return on investment from community partners.

Subcontractor (Vendor) files did not contain signed contracts

AISD staff provided Vendor contract files utilized under the City of Austin contract for review. Although the prime contractor (AISD) has responsibility for monitoring subcontractors/vendors utilized to provide services at the

various school campuses, HHSD has the responsibility and authority to monitor any aspect of the prime contractor-subcontractor relationship. Of twenty-six files (26) reviewed, fifteen (15) did not contain the completed and signed contract. During the Exit Conference held on March 7, 2013 AISD program staff explained that the original contract files are housed at the AISD Main Administrative offices.

RECOMMENDATION:

Assure that a courtesy copy of all contracts between AISD and vendors utilized under the City of Austin contract are filed timely, maintained in a designated contract file, and easily accessible to staff who administer the program.

The recommended actions should be completed to avoid recurrence of the concern identified. The concern cited above may pose a significant risk and should be corrected. However, no financial sanctions will be applied. Please carefully review the details of this report with your program staff. HHSD also recommends that you disclose this report to your auditor.

Because there were no Findings associated with this monitoring action and a clarification was provided regarding the concern cited, a Management Response is not required at this time. Please keep in mind that your assigned Contract Manager will continue to conduct routine monitoring to assure ongoing compliance with the contract. Your current monitoring level remains at Level 1. CCU's monitoring action is considered closed. Should you have any questions regarding this report, please email them to hhsdccu@austintexas.gov and a response will be provided.

Best regards,



Carlos Rivera, Director

Cc: Dr. Gloria L. Williams, AISD
Kymberley Maddox, Chief Administrative Officer, HHSD
Rosamaria Murillo, Assistant Director, Maternal, Child and Adolescent Health Division
Dr. Wilmia Perez, Manager, HHSD, Family Health Unit
Stephnie Connell, Manager, HHSD, CCU
Ron Hubbard, Contract Manager, HHSD
Laura Diaz, Internal Auditor, HHSD

Section 0615

Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select only one (1) of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input checked="" type="checkbox"/> Transition Out of Poverty <input type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment 	<p>Select only one (1) of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
---	--

If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input checked="" type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input checked="" type="checkbox"/> Enrichment 	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input checked="" type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
---	---

Section 0640

Program Performance Measures and Goals

OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	4700	0	4700

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	12500	0	12500

<u>OUTPUT # 3 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Number of unduplicated adults & family served per 12-month contract period	660	0	660

<u>OUTPUT # 4 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Number of unduplicated adults & family served during the initial 36-month contract period	1762	0	1762

OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of children & youth who progress to the next academic level (numerator)	3236
Total number of children and youth served (denominator)	3595
Percentage of children and youth who progress to the next academic level (outcome rate)	90%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Number of adults demonstrating a gain as measured by the BEST or TABE assessment (numerator)	411
Total number of adults post tested on the BEST or TABE assessment (denominator)	587
Percentage of individuals who demonstrated improved knowledge (outcome rate)	70%

Section 0645

Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Program Administrator	1.0
Project Specialists	4.0
Site Coordinators	8.5
TOTAL FTEs =	13.5

Section 0650
Program Budget and Narrative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL						
1. Salaries plus Benefits	\$159,800	\$638,000	\$351,782			\$1,149,582
A. Subtotals: PERSONNEL	\$241,820	\$638,000	\$351,782			\$1,149,582
OPERATING EXPENSES						
2. General Operating Expenses	\$20,000	\$80,000	\$15,000			\$115,500
3. Consultants/ Contractuals	\$25,000	\$125,000	0			\$150,000
4. Staff Travel - <u>Out of Travis County</u>	\$3,000	\$12,000	\$3,000			\$18,000
5. Conferences/Seminars - <u>Out of Travis County</u>	\$1,000	\$4,000	\$1,000			\$6,000
B. Subtotals: OPERATING EXPENSES	\$49,000	\$221,000	\$19,500			\$289,500
DIRECT ASSISTANCE for PROGRAM CLIENTS						
6. Food/Beverage for Clients	\$1,500	\$3,000				\$4,500
7. Financial Assistance for Clients	0	0				0
8. Other (<i>specify</i>)	0	0				0
C. Subtotals: DIRECT ASSISTANCE	\$1,500	\$3,000				\$4,500
CAPITAL OUTLAY (with per Unit Cost over \$5,000/unit)						
9. Capital Outlay	0	0				
D. Subtotals: CAPITAL OUTLAY	0	0				
TOTALS						
GRAND TOTALS (A + B + C + D)	\$210,000	\$862,000	\$371,282			
PERCENT SHARE of Total for Funding Sources:	15%	60%	25%	%	%	100%

Section 0650 Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #1		
Name of Subcontractor	Camp Fire USA Balcones Council	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015 End date: 09/30/2016	
Services to be Subcontracted	Children and Youth Development	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #2		
Name of Subcontractor	Michael Magana	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015 End date: 09/30/2016	
Services to be Subcontracted	Music Instruction	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #3		
Name of Subcontractor	Latinitas, Inc.	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015 End date: 09/30/2016	
Services to be Subcontracted	Children and Youth Development	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)

Section 0650 Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #4		
Name of Subcontractor	Ultimate Challenge	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Children and Youth Sports	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
CITY of AUSTIN amount \$ undetermined	ALL OTHER Sources amount \$	TOTAL \$ undetermined

SUBCONTRACTOR #5		
Name of Subcontractor	Leap of Joy	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Dance Instructions	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
CITY of AUSTIN amount \$ undetermined	ALL OTHER Sources amount \$	TOTAL \$ undetermined

SUBCONTRACTOR #6		
Name of Subcontractor	Active Life	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Children and Youth Sports and Healthy Living	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
CITY of AUSTIN amount \$ undetermined	ALL OTHER Sources amount \$	TOTAL \$ undetermined

Section 0650
Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #7		
Name of Subcontractor	Luna M. Tidrick	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Ballet Folklorico	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #8		
Name of Subcontractor	Lupe Arte	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Multi-Media, Multi-Disciplinary Art Programs	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #9		
Name of Subcontractor	Stephanie Lane	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Children and Youth Sports	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

Section 0650 Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #10		
Name of Subcontractor	Golf In Schools	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Golf Lessons	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #11		
Name of Subcontractor	Elite Martial Arts	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Martial Arts Instructions	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #12		
Name of Subcontractor	KLRU TV, Austin PBS	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Children and Youth Development Programs	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

Section 0650 Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #13		
Name of Subcontractor	Capoeira Evolucao	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Dance Instructions	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #14		
Name of Subcontractor	Mad Science of Austin	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Science Enrichment Programs	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #15		
Name of Subcontractor	Center Stage Texas	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Theater Arts	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

Section 0650 Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #16		
Name of Subcontractor	Dance Associates	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Dance Instruction	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #17		
Name of Subcontractor	I9 Sports	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Children and Youth Sports and Healthy Living	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #18		
Name of Subcontractor	Fantastic Magic	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Life skills and confidence through magic	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

Section 0650
Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #19		
Name of Subcontractor	Abrakadoodle	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Arts and Crafts	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #20		
Name of Subcontractor	Community Yoga	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Wellness Programming	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #21		
Name of Subcontractor	Creative Action	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Youth Development through interactive classroom performance	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

Section 0650
Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #22		
Name of Subcontractor	26music	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Musical Instrument Instruction	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

SUBCONTRACTOR #23		
Name of Subcontractor	Austin Nature and Science	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Exploring the Outdoors	
Number of Clients to be Served (if applicable)	Determined in collaboration with school's principal	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$ undetermined	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$ undetermined

Name of Subcontractor		
Term of Subcontract (mm/dd/yyyy)		
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
<u>CITY of AUSTIN amount</u> \$ undetermined		

Section 0650

Program Budget and Narrative

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form.
 Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	FTEs for program staff, teachers and support staff to work with 21 AISD campuses and their families during school year and summer
OPERATING EXPENSES	
2. General Operating Expenses	In county travel, general supplies, reproduction cost, copier rental, general office equipment, buses, field trips and other operation expenses not covered the other categories
3. Consultants/ Contractuals	Support program funding for vendors to work with 21 Austin ISD campuses and their families during the regular school and summer
4. Staff Travel - <u>OUT of Travis County</u>	Out-of-School-Time, Early Childhood and Adults and Family Conferences
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	Out-of-School-Time, Early Childhood and Adults and Family Conference Registration Fees
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	Snacks and beverages for parents, student and community members during summits, meetings and trainings
7. Financial Assistance for Clients	N/A
8. Other Direct Assistance (must specify)	N/A
CAPITAL OUTLAY	
9. <u>Capital Outlay</u> (must specify)	N/A

Section 0655

Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$1,443,582
FUNDING AMOUNT TOTAL:				\$1,443,582



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Erin D'Vincent, Senior Buyer

DATE: January 15, 2014

SUBJECT: Request for Determination of Goals for Solicitation No. EAD0116

Project Name: Self Sufficiency Social Services

Commodity

Code(s): 95243

Estimated Value: \$16,000,000

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

The Departmental Point of Contact is: Robert Kingham

at Phone: 972-5026

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

Insufficient scopes of work.

Veronica Lara, Director

Date:

1-21-14

cc: Lorena Resendiz